# DOCUMENT RESUME

ED 151 046 JC 780 134

| | |
|---|---|
| AUTHOR | Begin, James P.; And Others |
| TITLE | Community College Collective Bargaining in New Jersey. Study Report and Recommendations. |
| INSTITUTION | Rutgers, The State Univ., New Brunswick, N.J. Inst. of Management and Labor Relations. |
| SPONS AGENCY | New Jersey State Dept. of Higher Education, Trenton. |
| PUB DATE | Sep 77 |
| NOTE | 345p. |
| EDRS PRICE | MF-$0.83 HC-$18.07 Plus Postage. |
| DESCRIPTORS | *Collective Bargaining; Community Colleges; Contracts; *Contract Salaries; Faculty Workload; Fringe Benefits; Governance; Grievance Procedures; Job Satisfaction; *Junior Colleges; *Negotiation Agreements; Negotiation Impasses; Salary Differentials; School Personnel; *State Surveys; Statistical Data; Unions |
| IDENTIFIERS | *New Jersey |

ABSTRACT

This study's purpose was to analyze the operation of the bargaining systems in the 16 public two-year New Jersey colleges, to compare these systems with those in other states, and to develop policy recommendations. Research covered the history and origins of bargaining, employers' negotiating structures, faculty salary and compensation analysis, negotiations scope, governance and collective bargaining, contract administration, impasse procedures and job actions, faculty satisfaction with work situations, and nonfaculty employees. Results indicated a wide variation among colleges in collective bargaining, differences not accounted for by varying program or labor market needs. Wide salary disparities between colleges were notable, and the absence of communications links between higher education system elements was a problem area. A survey of other states showed New Jersey findings to be generalizable. It was recommended that: local labor relations expertise development be encouraged at all institutions; presidents and board of trustees members not participate in table negotiations, but nonetheless be active in bargaining policy formation; academic affairs administrators and labor relations staffs maintain close relationships with personnel on labor relations matters; and administrative staff be familiar with contracts and their consequences for their jobs. Extensive data in all areas covered and a bibliography are included. (TR)

***********************************************************************
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
***********************************************************************

ED151046

# Community College Collective Bargaining in New Jersey

## Study Report and Recommendations

James P. Begin
Theodore C. Settle
Laurie Berke-Weiss

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY
New Jersey Office of Community College Programs
TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC) AND USERS OF THE ERIC SYSTEM."

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

JC 780 134

Department of Research/Institute of Management and Labor Relations
Rutgers, The State University of New Jersey/September 1977

This research was performed under an Intergovernmental Personnel Act grant to the New Jersey Department of Higher Education, subcontracted to Rutgers University. Any opinions expressed by the authors are their own and do not represent the position of the grantor.

# COMMUNITY COLLEGE COLLECTIVE BARGAINING IN NEW JERSEY - PROCESSES AND OUTCOMES

## Study Report and Recommendations

James P. Begin
Theodore C. Settle
Laurie Berke-Weiss

Department of Research
Institute of Management
and Labor Relations
Rutgers University

September 1977

# Contents

Preface and Acknowledgments

Part I: Summary of Findings and Recommendations

Chapter One: Summary of Findings . . . . . . . . . . . . 3

Chapter Two: Recommendations . . . . . . . . . . . . . . 19

Part II: Findings

Chapter Three: History and Origins of Bargaining . . . 41

Chapter Four: The Employers' Negotiating Structure . . 47

Chapter Five: Faculty Salary and Compensation Analysis . . . . . . . . . . . . . . . . 67

Chapter Six: Scope of Negotiations . . . . . . . . . . 103

Chapter Seven: Governance and Collective Bargaining . 119

Chapter Eight: Contract Administration . . . . . . . . 129

Chapter Nine: Use of Impasse Procedures and Job Actions . . . . . . . . . . . . . . . 141

Chapter Ten: Faculty Satisfaction With Work Situation . . . . . . . . . . . . . . . . 145

Chapter Eleven: Nonfaculty Employees . . . . . . . . 153

Appendix A: Summary of Recommendations . . . . . . . . 169

Appendix B: History and Origins of Bargaining . . . . 173

Appendix C: Salary and Compensation Tables . . . . . . 187

Appendix D: Scope of Negotiations . . . . . . . . . . 205

Bibliography . . . . . . . . . . . . . . . . . . . . . 289

# Tables and Exhibits

Chapter Three: History and Origins of Bargaining

Table 1: Extent of Unionization and Legislation . . . 43

Table 2: Bargaining Units . . . . . . . . . . . . . . 44

Table 3: Bargaining History . . . . . . . . . . . . . 45

Chapter Four: The Employers' Negotiating Structure

Table 1: Negotiating Structure in New Jersey Community Colleges . . . . . . . . . . . . . . 59-62

Table 2: Changes in Proportion of State and Local Funding . . . . . . . . . . . . . . . . . . . . 63

Table 3: Two-Year College Funding, Bargaining Units, and Employer Negotiating Structures . . . . . 64-66

Chapter Five: Faculty Salary and Compensation Analysis

Table 1: Average County College Salaries . . . . . . . 81

Table 2: Statistical Analysis of Salary Variables . . 82

Table 3: Regression Analysis of Salary Variables . . . 83

Table 4: Comparison of Average College and School District Salaries . . . . . . . . . . . . . . . 84

Table 5: Ranking of Average Salaries . . . . . . . . . 85

Table 6: Comparison of North-South N.J. Average Salary Differentials . . . . . . . . . . . . . . . . . 86

Table 7: Relation of Average County College Salary Mean for all County Colleges . . . . . . . . . 87-88

Table 8: Comparisons of Average Salaries . . . . . . . 89

Table 9: New Jersey Public Institutions Ratios of Average Faculty Salaries . . . . . . . . . . 90

Table 10: Comparison of Increases in Average Two-Year College and School District Salaries . . . . 91

Table 11: Percentage Increase in Average Salary . . . . . 92

Table 12: Increase in Consumer Price Index . . . . . . . 93

Table 13: Comparison of New Jersey and Aggregate U.S. Salaries . . . . . . . . . . . . . . . . . . . . 94

Table 14: Comparison of Pennsylvania and New Jersey Salaries . . . . . . . . . . . . . . . . . . . . 95

Table 15: Average 1976-77 Salaries . . . . . . . . . . . 96

Table 16: Faculty Salaries for 1974-75 . . . . . . . . . 97

Table 17: Annual AAUP Survey, 1974-75 . . . . . . . . . . 98

Table 18: Michigan Public Institutions Average Faculty Salary, 1975-76 . . . . . . . . . . . . . . . . 99

Table 19: Other Compensation Received by Faculty in New Jersey . . . . . . . . . . . . . . . . . . . 100

Table 20: Average Adjunct Instructors Per Semester in New Jersey Community Colleges . . . . . . . . . . 101

Chapter Six: Scope of Negotiations

Table 1: Content of New Jersey Higher Education Contracts . . . . . . . . . . . . . . . . . . . 118

Chapter Seven: Governance and Collective Bargaining

Table 1: Governance at N.J. Community Colleges . . . . 126-128

Chapter Eight: Contract Administration

Table 1: Grievance Experience in Selected Two-Year Colleges in New Jersey . . . . . . . . . . . 136-138

Table 2: Contract Administration and Governance in Pennsylvania . . . . . . . . . . . . . . . . . 139

Chapter Ten: Faculty Satisfaction With Work Situation

Table 1: Faculty Satisfaction With Current Working Situation: N.J. Community Colleges . . . . . . 150

Table 2: Faculty Satisfaction With Current Working Situation: N.J. State Colleges . . . . . . . 151

Table 3: Faculty Satisfaction With Current Working Situation: Rutgers University . . . . . . . . 152

Chapter Eleven: Nonfaculty Employees

Table 1: Supportive Staff . . . . . . . . . . . . . . . . 160

Table 2: Mean Salaries of Incumbent Support Employees in Selected Benchmark Positions . . . . . . . . 161-162

Table 3: Support Staff Leave Benefits . . . . . . . . . . 163-164

Table 4: Health and Welfare Benefits/Supportive Staff . 165

Table 5: Mean Incumbent Support Staff Salaries . . . . 166

Table 6: Administrative Staff Data Summary . . . . . . 167

Appendix B: History and Origins of Bargaining

Exhibit 1: Emergence of Bargaining in the New Jersey County Colleges . . . . . . . . . . . . . . . . 175-186

Appendix C: Salary and Compensation Tables

Table C-1: 1973 Average Salary New Jersey Community Colleges . . . . . . . . . . . . . . . . . . . 189

Table C-2: 1974 Average Salary New Jersey Community Colleges . . . . . . . . . . . . . . . . . . . 190

Table C-3: 1975 Average Salary New Jersey Community Colleges . . . . . . . . . . . . . . . . . . . 191

Table C-4: 1976 Average Salary New Jersey Community Colleges . . . . . . . . . . . . . . . . . . . 192

Table C-5: Fall 1974 Average Salary New Jersey Colleges and Universities . . . . . . . . . 193

Table C-6: Fall 1975 and 1976 Average Salary New Jersey Colleges and Universities . . . . . . . . . 194

Table C-7: Comparisons of Average Salaries (1973) New Jersey Community Colleges . . . . . . . 195

Table C-8: Comparisons of Average Salaries (1974) New Jersey Community Colleges . . . . . . . 196

Table C-9: Comparisons of Average Salaries (1975) New Jersey Community Colleges . . . . . . . . 197

Table C-10: Comparison of Average Salaries (1976) New Jersey Community Colleges . . . . . . . . 198

Table C-11: Public School Teachers Salaries by County and Year . . . . . . . . . . . . . . . . . . 199

Table C-12: Percentage Increase in Average Salary, New Jersey Community Colleges . . . . . . . . . . 200

Table C-13: Survey of Community College State Administrators on Salary Relationships . . . . . . . . 201-203

Appendix D: Scope of Negotiations

Exhibit 1: Contract Provisions in New Jersey County College Agreements . . . . . . . . . . . . . 206

Exhibit 2: Management Rights and Past Practice Clauses 207-214

Exhibit 3: Educational Policy . . . . . . . . . . . . . . 215-219

Exhibit 4: Academic Freedom . . . . . . . . . . . . . 220-223

Exhibit 5: Evaluation . . . . . . . . . . . . . . . . 224-230

Exhibit 6: Workload . . . . . . . . . . . . . . . . . 231-235

Exhibit 7: Reduction in Force . . . . . . . . . . . . 236-239

Exhibit 8: Technology and the County College . . . . . 240-245

Exhibit 9: Health and Welfare Benefits at the County College . . . . . . . . . . . . . . . . . . 246-255

Exhibit 10: Health and Welfare Benefits-Maternity Leave 256-258

Exhibit 11: Faculty Tuition Benefits . . . . . . . . . 259-264

Exhibit 12: Contractual Union Rights . . . . . . . . . 265-271

Exhibit 13: Grievance Procedure . . . . . . . . . . . . 272-275

Exhibit 14: Contractual Scope and Restrictions on the Grievance Procedure . . . . . . . . . . . . . 276-281

Exhibit 15: Summary of Selected Higher Education Scope Determination Decisions . . . . . . . . . . . 282-286

Exhibit 16: Content of Scales . . . . . . . . . . . . . 287-288

## Preface and Acknowledgments

This report is the product of a research project undertaken during the 1976-77 academic year under funding provided by an Intergovernmental Personnel Act Grant to the New Jersey Department of Higher Education. Richard Hale, Assistant Chancellor for Personnel Policy, coordinated the project for the New Jersey Department of Higher Education.

The research was subcontracted to Rutgers University and performed under the direction of James P. Begin, Professor and Chairperson, Department of Research, Institute of Management and Labor Relations, Rutgers University. Ted Settle, Research Associate, and Laurie Berke-Weiss, Research Assistant, both of the Department of Research, completed the project staff.

Additional data for the project were derived from an ongoing study of the origins and impact of faculty bargaining in New Jersey institutions of higher education, which was initiated in 1970. This ongoing study has been directed by James P. Begin of Rutgers University and funded by the U.S. Office of Education, the Carnegie Corporation of New York, and Rutgers University.

The purposes of the instant study were twofold. The first objective was to analyze the operation of the bargaining system in the 16, public two-year colleges in New Jersey and to compare the New Jersey system with other states. The second objective was to develop policy recommendations from the research for consideration by the colleges, the Council of County Colleges, and the Board and Department of Higher Education.

The research was guided over the year by a six-member steering board consisting of three members appointed by the colleges and three members appointed by the Department of Higher Education. The three college appointees were Joseph Klegman, Chairperson, Board of Trustees, Middlesex County College; Joseph Fink, President, Somerset County College; and Sanford Schneider, Director of Development, Burlington County College. Ronald Bush, Assistant to the President for Personnel and Labor Relations, Middlesex County College,served as an alternate.

The three Department of Higher Education appointees were Edward Goldberg, Director, Office of Community College Programs; Eileen McCoy, New Jersey Freeholders Association, and County Freeholder, Morris County; and Robert Taylor, Executive Director, Bell Laboratories. Richard Hale, Assistant Chancellor for Personnel Policy and Anna Marie Mascolo, Special Assistant for Personnel Policy attended as alternates.

The project steering board and the research staff met six times over the course of the year at Middlesex County College. The chair of the meetings rotated between Joseph Klegman and Robert Taylor. The research staff found these meetings invaluable in the conduct of the research and appreciates the many hours expended by the members of the steering board in reviewing and discussing the materials. The hospitality of Middlesex County College was also outstanding.

The final recommendations summarized in Chapter II reflect a variety of discussions. After the data were collected and analyzed, and an initial set of recommendations was developed, the research staff met individually with a group of county college negotiators, the Council of Presidents, the Department of Higher Education,and the New Jersey Office of Employee Relations.

The initial set of recommendations was then refined in preparation for an all-day meeting of the steering board at Middlesex County College. The objective of the meeting was to achieve consensus on as many of the recommendations as possible through discussion and revision.

The final evolution of the recommendations took place at an all-day retreat in which the following individuals participated:

Department of Higher Education

Edward Goldberg, Director, Office of Community College Programs
Frederick Gruel, Assistant Director of Community Colleges
Richard Hale, Assistant Chancellor for Personnel Policy
Anna Marie Mascolo, Special Assistant for Personnel Policy
Hubert F. O'Brien, Member, Board of Higher Education
Marvin Rapp, Special Assistant, Council of County Colleges
Robert Taylor, Executive Director, Bell Laboratories

Presidents

Joseph R. Fink, Somerset County College
Sherman H. Masten, Morris County College
Gustavo A. Mellander, Passaic County College

Negotiators

Ronald Bush, Middlesex County College
Keith Jones, Mercer County College
Sanford Schneider, Burlington County College
William Smith, Camden County College

## Trustees

Henry Benn, Camden County College

John Kelley, Burlington County College

Joseph Klegman, Middlesex County College

Anthony S. Zucarello, Mercer County College

## Research Staff

James P. Begin, Rutgers University, Chairperson, Department of Research, IMLR

Laurie Berke-Weiss, Rutgers University, Department of Research, IMLR

Ted Settle, Rutgers University, Department of Research, IMLR

Robert Taylor chaired the meeting.

During the course of the day the participants reached consensus on the recommendations detailed in Appendix A. These recommendations were later adopted without change by the Council of County Colleges, and the process of implementation has begun.

The project research staff is indebted to the many faculty, employee organization officials, and administrators who met seemingly endless requests for data. The degree of cooperation enjoyed by the research staff was a most rewarding experience. Promises of anonymity prevent us from thanking everyone individually.

Finally, thanks are due Betty Lou Heffernan, Helene Bernstein, Beverly Limansky, and Beatrice Lynch who ably typed and proofread the numerous drafts of the report. Editorial assistance and publishing arrangements were handled by Hope Fead, Acting Director, University Publications, Rutgers University.

In accordance with the conditions outlined in the research proposal, this report and any future reports which may result from the research staff's study of bargaining in the two-year colleges are to be made public.

# Part I

## Summary of Findings and Recommendations

# Chapter One
## Summary of Findings

### I. History of Bargaining

A. Most two-year colleges in New Jersey were organized after the New Jersey bargaining legislation was passed in 1968, or, for those institutions which opened their doors to students after that point, the first year in which they were in operation. The two-year colleges were completely unionized by the faculties by 1975. The faculty organization tended to precede the unionization of other occupations at the campuses. The faculties in all public institutions in New Jersey are now unionized.

B. Eleven two-year colleges are affiliated with the NJEA, four are affiliated with the AFT, and the private two-year college which provides educational services to one county is affiliated with the AAUP. Initially, three of the AFT units had been loosely affiliated with the NJEA, while one of the NJEA units had an independent unit.

C. Through 1976-77 the 16 colleges had negotiated 62 basic or amended contracts. The trend has been for longer contracts.

D. The parties have used mediation 28 times and factfinding 12 times. There have been four faculty job actions over the nine-year history of negotiations, three by AFT units and the other by an NEA-affiliated unit.

### II. Employer Negotiating Structure

A. Each college is a separate bargaining unit. The individual boards of trustees are the public employers. The faculty bargaining units do not include the department chairpersons or part-time faculty.

B. Neither officials from the Department of Higher Education nor the governor's Office of Employee Relations plays a role in negotiations. Attempts by DHE to develop a central information exchange were unsuccessful.

C. County freeholders are not directly involved in the negotiating process. In recent years, county freeholders have shown an increasing sensitivity to the outcomes of negotiations in some counties. Informal college-freeholder relationships have developed in some instances for the purpose of discussing negotiating policies.

D. As in other states, the college negotiating teams are evolving away from presidential and board of trustee involvement toward the development of full-time professional staff. The trend has been toward less full-time use of outside professionals as chief negotiators.

E. There has been no student involvement in collective bargaining at any level in the two-year colleges in New Jersey.

F. With the exception of one or two colleges, there has been little systematic training of the administrative staff in respect to collective bargaining. A few professional staff negotiators attend conferences, but most of the staff rely upon experience achieved in other organizational contexts.

G. While in the early days of negotiations the individual colleges did not actively cooperate with each other in sharing bargaining information, in recent years an organization of community college negotiators has met monthly during the academic year to informally share information about the status of negotiations. Thirteen of the 16 community colleges participate regularly in these meetings. During the most recent academic year, an extensive questionnaire was developed for the purposes of soliciting salary and fringe benefits information for various occupations at the colleges.

H. The experience in New Jersey with bargaining unit formation and negotiating teams closely parallels that in other states.

1. The bargaining units primarily reflect the control structure and not the funding structure. Where state and local control occur, as in New Jersey, the bargaining unit is always by college (or district), never statewide. Therefore, there is no precedent for statewide units or state-controlled negotiations where dual funding sources are used.
2. The negotiating structure tends to follow the bargaining unit and the control structure. In other words, state involvement is greater in the more comprehensive units and occurs to a much lesser degree in single college units, and when it does occur, it is not dominant.
3. Local sponsor involvement, school district, municipal, or county officials, for example, varies widely among and within states, but does not directly occur at the majority of the colleges.
4. The involvement of local governing boards and presidents in negotiations is on the decline.
5. The use of professional negotiators varies widely, but the trend is toward a greater usage of either outside professional negotiators or internal professional staff.

## III. Faculty Salary and Compensation Analysis

### A. Relations among New Jersey two-year colleges.

1. There are substantial variations in salaries among two-year colleges. From 1973 to 1976 the difference in the average salary between the highest and lowest institutions has increased from 22 percent to 28 percent.

2. There has been some shifting in the overall ranking of the institutions, but for the most part the rankings have remained consistent.
3. A multivariate analysis was done in an attempt to account for the substantial variation found in average faculty salaries. The following variables were entered in a stepwise multiple regression run using the county colleges as the unit of analysis: (1) average faculty salary 1976 (dependent variable); (2) percent of full-time faculty with doctorate; (3) age of institution; (4) public teacher salaries, 1976 (county average); (5) extent of contract; (6) bargaining unit affiliation; (7) proportion of faculty in professor and associate professor rank; (8) size of faculty; (9) percent of impasse use; (10) averaged annual grievance rate; (11) per capita property valuation; (12) geographical location.

   An $R^2$ of .91 resulted from seven of the independent variables. Even when taking into consideration the small number of cases and large (relatively speaking) number of independent variables (seven) the adjusted $R^2$ still is extremely high (.82). The seven variables found most important in accounting for the variation in salary were (in order entered in stepwise regression):

   1. Percent of impasse use
   2. Per capita property valuation
   3. Size of faculty, 1976
   4. Percent of faculty with doctorate

5. Proportion of grievances
6. Extent of contract
7. Public teachers' salaries

A more detailed discussion of these variables and the others is found in the compensation section.

B. Salary relationships among the New Jersey educational institutions.

1. Two-year college salaries have increased faster than both public school district salaries and New Jersey state college salaries. As a consequence, while two-year college salaries were once closer on average to public school district salaries, they are now closer to average state college salaries. In fact, two-year college salaries now overlap average state college salaries at the instructor and assistant professor ranks, and the differences between the other ranks have decreased substantially. The teaching loads are greater for the two-year college faculty.

C. Relationship of salaries in New Jersey two-year colleges to colleges in other states.

1. Salaries in New Jersey's two-year colleges rank among the top in the country. They are greater on average than those in Pennsylvania, but less on average than those in New York.

D. Salary relationships among educational institutions in other states.

1. Information from other states indicates that the issue of the relationship of the two-year college salaries to four-year college salaries is not unique to New Jersey. No universal solution appears to be developing.
2. In three bargaining units in which two-year colleges are included with four-year institutions, identical salary scales are

used for both two- and four-year institutions. However, the teaching loads are greater for the two-year college faculty.

3. Differences tended to be maintained to a greater degree where there was full state funding and control, shared control with substantial state funding, active state involvement in negotiations, or some combination of these factors. Only one state with shared control and funding reported that differentials were being maintained.

E. Other faculty compensation from overload or summer teaching provides important extra income for many two-year college faculty. In contrast, the New Jersey state college faculties are limited to one three-credit-hour course per academic year, not including intersession or summer session teaching. (In negotiations recently completed, number was increased to two). The greatest level of extra compensation tended to come from institutions below the average base salary for all two-year institutions.

## IV. Scope of Negotiations

A. Interpretations of the statutory scope of negotiations

1. A comparison of negotiable issues in New Jersey with other states indicates a great deal of similarity. The differences that occur between states are often the result of differing bargaining statutes or varying legislative treatment of specific issues.

2. Generally, issues of faculty governance have been found to be permissive* rather than mandatory subjects of negotiations.

---

*On permissive issues the union may not force the employer to impasse.

This would include senate-type structures, committees and peer review processes. Many areas of educational policy have also been eliminated from the area of mandatory negotiations.

B. Content of New Jersey two-year college agreements

1. The two-year contracts vary to a great degree in terms of overall contract penetration. The colleges comprised three groups:
   a. Relatively extensive contracts* occur at three colleges.
   b. A medium degree of contract content* occurs at seven colleges.
   c. Relatively low contract content* has developed at six colleges.
2. The contracts were most specific about workload, grievance procedures, faculty personnel procedures (for example, evaluation and promotion and tenure procedures), and fringe benefits.
3. Some penetration has been made in the area of management rights, long range planning, union privileges, and general working conditions.
4. Little penetration has occurred in the areas of educational policy, governance procedures similar to senates, budget preparation, and selection of administrators.
5. Language and management flexibility. As noted above, three institutions, one of them a private college, were classified as having negotiated on a wide range of issues, including a number which could be identified as "permissive" issues. Other two-year colleges have also negotiated "permissive" issues in certain areas, as noted below.

---

* A numerical score for each contract was developed from an analysis of contract content. See Table 1, scope of negotiations.

a. Faculty personnel policy—The contractual areas which overlap the most with permissive issues deal with faculty personnel policy, for example, appointment and promotion provisions, reduction-in-force provisions, and evaluation provisions. Many procedural aspects of these provisions are mandatorily negotiable, but who does the evaluation and what criteria should be used are permissive areas in New Jersey. The two-year college experience in New Jersey follows a national trend toward the inclusion in faculty contracts of faculty personnel procedures, including the permissive areas noted above.

b. Governance—Institution-wide governance procedures, an area of permissive negotiation, are not included in the two-year college contracts. Committees providing for union or faculty participation on certain issues are included in some contracts.

c. Educational policy—The contracts are almost completely devoid of detailed references to permissive areas such as curriculum development and course content.

d. Grievance procedure—The trend among the county colleges in New Jersey is toward a narrower scope of the grievance procedure. Fifty-six percent of the agreements allow grievances on contact terms only. This represents a shift since 1971-72 when sixty-seven of the colleges included bylaws, policies, and/or practices in the grievance scope.

With regard to the final step of the procedure, New Jersey appears to be behind the national trend towards binding arbitration.

e. Management rights--The two-year college agreements in New Jersey, in comparison with six other states, ranked next to the bottom in terms of strength of assertion of management rights in the contract.

Fourteen of the 16 county colleges (88 percent) have language in this area, which corresponds to 81 percent of the New York contracts for which we had data. Other states reviewed had 100 percent incidence of language in this area.

6. Cost Factors. The nonsalary cost items in the two-year college contracts were not found to be generally atypical of two-year colleges in other states, or of other public institutions in New Jersey.

   a. Workload--The teaching loads at most of the two-year colleges are similar to two-year colleges in other states, and greater than the teaching load required at the state colleges (usually six hours more per academic year). Three institutions have developed workload formulas or a team teaching approach, but the impact of these innovations on workload and compensation was beyond the scope of this study.

   b. Tuition benefits--Like many two-year colleges in other states, the New Jersey colleges underwrite opportunities for coursework both at the home institution and elsewhere. In most cases, families are offered courses at the home institution subject to limitations. Similar benefits are available for the state college faculty working on terminal degrees.

c. Union rights-- Most union privileges contractually agreed upon have a cost impact on a college. Yet, granting the union use of facilities, bulletin boards, campus mail, and providing information has been found to be accepted practice in the states studied and in New Jersey. If any conclusion can be drawn, it is that New Jersey's county colleges have granted fewer privileges to its unions than have the five other states we examined.

Released time, for example, has been gained at eight colleges. Four have load reductions for a union designee including the case of Camden where the reduction means a concurrent salary reduction. Additionally, four colleges give released time to union designees who participate in negotiations, grievances, or other mutually arranged meetings. Comparison with New York reveals a similarity of incidence and content of this practice.

The other public institutions in New Jersey also make various arrangements for relieving union officials of some of their normal duties. The state colleges, for example, provide for up to an eight-hour load reduction annually for one representative from each campus. At Rutgers University a teaching assistant is provided to the union president.

d. Insurance and benefits--There appear to be no major cost differences in this area. Pensions are statutorily provided and are the same programs available to other public colleges and universities. Moreover, pensions are not negotiable. Most colleges provide the New Jersey State Health Benefits Program, the same program provided to other institutions. Two colleges do provide paid dental programs which are not available to other public higher education institutions. But only two colleges provide prescription plans, a program available to all four-year public higher education institutions.

e. Leave policies— All but two colleges are at the statutory minimum of 10 days for sick leave. Most two-year colleges provide sabbaticals, with limits, as do other public institutions in New Jersey. Other leave provisions are generally typical.

## V. Contract Administration

A. The grievance and arbitration rate at the New Jersey two-year institutions has not been high. Only one of the 16 institutions studied had many grievances and arbitration cases. Four other colleges had twenty-five or more grievances over eight- or nine-year bargaining relationships.

B. The age of the bargaining relationship had little effect on the grievance rate, but a reliance on the internal resolution of grievances, often at the informal stage, and limitations in some of the contracts on the scope of the grievance process contributed to the lower rates of usage, particularly in the faculty-personnel area.

Faculty-administration tension tended to account for the grievance rate where it was the highest.

C. The most frequently grieved issues derived from the operation of the appointment, promotion, tenure procedures, and related evaluation procedures. Workload, including related compensation problems, and teaching assignments were also an important source of grievances in the two-year colleges.

D. The operation of the grievance procedures had the following consequences:

1. The systemization of institutional policies, particularly in the faculty personnel and workload areas, has resulted.
2. Strain has developed between faculty and department chairpersons, academic administrators, and professional labor relation staffs.
3. The cases indicated the ability of the grievance process to reinforce external authority relationships between the colleges and the State Department of Higher Education. In one instance concerning a tenure policy issue, the union at a local college attempted to use the grievance procedure to challenge the ability of the State Department of Higher Education to make policy affecting the colleges.
4. In the area of management rights the research indicates that problems have been minimized in the educational policy area, since the contracts do not deal in a major way with these issues. The impact of poorly written language was minimized by the low grievance rate, the high administrative-win rate in arbitration, and the few problems with language in those arbitration cases which have developed to date.

## VI. Governance

A. All the public colleges are around ten or fewer years old. Despite the absence of a governance tradition, 9 of the 16 colleges developed representative forms of governance outside of bargaining. Four others have committee structures.

B. The evolving relationship between bargaining and governance has been interdependent and unstable. Only four colleges have not changed, in a major way, nonbargaining governance mechanisms. In three instances governance mechanisms have gone out of existence in competition with bargaining. Governance was reinstated at two of the institutions and discussions for its restablishment at the third institution are under way.

C. The research indicated that there appears to be a felt need by unions, faculty, and administrators for a body which provides for broad faculty participation on issues not dealt with in negotiations, usually in the area of educational policy. Where governance is operating most effectively, the scope of the contracts is less extensive.

D. A problem-solving bargaining relationship, dual union participation in governance and bargaining, and the developing boundaries between negotiable and permissive issues contributed to the development of governance.

E. Findings from Pennsylvania research on two-year colleges are similar.

## VII. Impasse Resolution

### A. Use of impasse procedures

1. Of the 62 basic or amended contracts negotiated over a nine-year period, mediation was used 48 percent of the time and factfinding was used 19 percent of the time.
2. One college has never used mediation or factfinding, and eight colleges have never used factfinding.

### B. Job actions

1. There have been four job actions in the public colleges over the nine-year negotiating history. New Jersey experience in this area is similar to that in other states.
2. The job actions occurred in 1972, 1973, 1975, and 1977 at four different colleges. All job actions were well supported by the faculty.
3. Salary issues were common to all job actions. Workload issues were common to three job actions. Other issues varied by the particular job action.
4. On balance, job actions in the New Jersey two-year colleges have not had a substantial impact on the educational process or the community due to the relatively few faculty days lost during job actions.

## VIII. Faculty Satisfaction With Current Working Situations

A. Of 9 of the 17 dimensions used to measure satisfaction, over half the faculty, the 8 two-year colleges surveyed were satisfied or very satisfied. This result indicated that the two-year college respondents were more satisfied on average than those from the other New Jersey public institutions.

B. In comparison with other institutions, the faculties at two-year colleges were more satisfied with parking arrangements and grievance procedures. Their ranking in respect to faculty relationships with the central administration was better than either Rutgers University or CMDNJ. The faculty in the two-year colleges had more difficulty with respect to promotion and tenure procedures, course assignment and scheduling, and except for state colleges, salary.

C. The colleges in which the faculty had the highest degree of satisfaction with their level of participation in decision-making tended to be those which had the most effective governance systems operating and least extensive contracts. There was an inverse correlation between salary satisfaction and extent of contract, a positive correlation between salary satisfaction and average college salary.

## IX. Nonfaculty Bargaining Units

A. All but two colleges have some union representative for their supportive staff. A variety of collective bargaining agents represent the units, with NJEA affiliation the most prevalent.

B. Salary is the area of the widest variation. There is no consistent pattern of salary levels among the colleges. Northern New Jersey salaries tend to exceed southern salaries for most of the benchmark jobs examined.

C. Leave benefits vary among the colleges with some uniformity for vacation and sick leaves. This appears to be an area used for bargaining trade-offs.

D. As in the case of faculty, supportive staff health benefits are uniform for all the colleges.

# Chapter Two
# Recommendations*

## Introduction

I. Findings--The research indicated a great deal of variation among the two-year colleges in respect to the processes and outputs of the collective bargaining systems, differences which do not appear to be accounted for by varying program needs or by labor market differences. Wide salary differences among the two-year colleges were particularly notable. The absence of communications links among elements of the higher education system was also a problem area. A survey of other states in which there is community college bargaining indicated that the findings in New Jersey can be generalized.

II. Causes--The variations, for the most part, are the product of (1) the particular organizational structure used to administer the two-year colleges, that is, the dual state/county control designed to make the two-year colleges more responsive to local community needs, and (2), within the context of this structure, the failure of the development of intraorganizational bargaining relationships on the management side of the bargaining table. Attempts were made by the Department of Higher Education a few years ago to initiate these relationships. Although some colleges cooperated, the efforts were not successful for a number of reasons. First, the colleges felt that DHE efforts in developing bargaining information were insufficient and untimely. Second, the two-year colleges were protective of local college control in the face of the emergence of a new statewide coordinating agency, the Department of Higher Education (DHE). The leadership of DHE and funding disagreements were also believed to have contributed to the polarization of the two-year colleges and DHE which interfered with the development of working relationships. The onset of collective bargaining exacerbated and reinforced problems of authority relationships within the developing system of higher education.

---

*The summary of recommendations accepted by consensus of the study retreat participants can be found in Appendix A. This chapter contains the detailed rationale behind the specific recommendations listed therein.

III. Overview of Recommendations--The organizational conflicts noted above are to a certain degree inevitable in diffused public systems of higher education, particularly in the early years of a system when both DHE and the county colleges are seeking to establish appropriate roles and identities. However, the implication of the findings of this study is that if these conflicts within the management organization persist, there will be unfavorable carryover into the collective bargaining process. Accordingly, the recommendations detailed below are aimed at developing more effective relationships between relevant management groups. The emphasis is on maintaining the decentralization which is the heart of most community college systems in this country while building coordinating linkages which provide broader input into local college bargaining strategies. Increased training and improved information flow is also needed.

The recommendations listed below derive from our basic recommendation that the bargaining unit structure should remain decentralized at the level of the college. This recommendation in turn is derived from several considerations.

A. Importantly, the research indicated that most bargaining relationships were operating reasonably well. Indeed, a merger would endanger the several good bargaining and governance relationships which are emerging. Accordingly, it is believed that less severe alternatives are required to correct problems which were pinpointed.

B. The findings indicated that a bargaining unit combination would interfere with bargaining trade-offs evident in many contracts. For example, in some contracts there were inverse relationships between the degree of language and average salaries and between extra compensation and average salaries. Therefore, instant remedial efforts to reduce salary differences could create complex problems. Moreover, the centralized negotiation of salaries and local negotiations over noneconomic issues interferes with trade-offs between the two areas. One of the complaints of a state two-year college administrator in Minnesota, for example, was that by tying community college wages to state patterns under the control of state negotiators, trade-offs on other issues were seriously hampered.

C. If the decentralized organization of the two-year colleges is to be maintained, then a decentralized bargaining structure is more compatible with that structure since it is easier to solve local problems. Community involvement in the management of the colleges produces varied programs and teaching methods in response to local needs. In turn, the working conditions and thus the scope of the bargaining agreements reflects these differences. In other words, it is appropriate that the bargaining structure follow the organizational structure. The lack of precedent for statewide units in other states with decentralized organizational structures reinforces this point.

D. Another factor to be taken into consideration is the perception of the parties concerning the combination of bargaining units or direct state control. In New Jersey, the field interviews indicate that such actions would be opposed by most local administrations, trustees, freeholders, employees , and employee unions (generalized student feelings are unknown).

In fact, the state's unwillingness to increase its funding of the two-year colleges has produced joint college-county freeholder activities to increase the funding. In contrast, in Minnesota it was the desire of the local sponsors to unload the financial obligations connected with the colleges which led to the complete takeover by the state. Similar rumblings do not exist in New Jersey to any great extent.

E. Finally, it does not appear that substantial cost savings in the administration of the bargaining system would be realized through the total centralization of negotiations. Local negotiations and contract administration activities such as currently exist in the state colleges would still consume substantial college staff time.

It is the feeling of the research staff that different means of involvement by state and county officials will ultimately be sought if the suggestions developed below for their involvement are not effective in minimizing those variations in benefits which cannot be accounted for by differing labor markets and working conditions. Indeed, both state and some county authorities have already attempted to achieve greater control; the Department of Higher Education by specifying in the annual budget that state funding will be affected by the amount that salaries exceed equivalent state college salaries, and the counties through a variety of court and reorganization actions.

The recommendations detailed below are based on two assumptions. First, state and county funding authorities have legitimate (and probably legal) concerns with the conduct and outputs of the collective bargaining process. Second, the correction of unwarranted variations should be gradual, perhaps extending over a period of several years. This assumption derives from a belief that rapid corrections would not only unduly stress the bargaining relationships, but it would also ignore the findings of this study that existing labor pacts often represent trade-offs between economic and noneconomic matters.

Finally, it should be stated that the recommendations do not apply equally to all institutions. Indeed, the failure of the study to find major generalized weaknesses outside of the salary area led to the more evolutionary corrective path suggested below. Many of the recommendations, in fact, are built on practices already in place at some institutions and represent only a further evolution of improved college/county/state relationships.

The recommendations are divided into internal college relationships, external college relationships, salary, information/research, and evaluation.

## Internal College Relationships

I. The existing trend towards the development of local labor relations expertise is desirable and should be encouraged at all institutions. The success of the changes recommended in this report is largely dependent on the development of professional staff at each institution. Such staff is the core of an effective collective bargaining system because it provides depth of knowledge in respect to procedural and substantive bargaining issues and it provides needed continuity. These personnel and labor relations experts should have the responsibility for developing comprehensive human resource administration systems. With the development of these systems, primary bargaining authority should then remain at the college level. However, greater input to the formation of bargaining policy should be provided by state and county authorities, as will be discussed below.

II. General guidelines for college labor relations and personnel staffs should be developed in meetings of the Personnel and Collective Bargaining Committee (PCBC) of the Council Of County Colleges.

III. Normally, presidents and members of the boards of trustees should not participate in table negotiations, but they should be active in bargaining policy formation. While in some circumstances it may be appropriate for presidents and board members to be involved in table negotiations, generally the task of negotiations should be delegated to the professional staff. Given the potential effects of bargaining on the labor-intensive costs of the colleges, on faculty-administration relationships, and ultimately on the ability of the colleges effectively to fulfill their educational missions, the presidents and board members must give high priority to the development of effective negotiations and contract administration systems.

IV. The use of outside consultants and counsel should be related to the needs of the internal staff in regards to the particular issues in dispute.

V. Academic affairs administrators and professional labor relations staffs should develop close and continuing relationships in respect to personnel and labor relations matters. Collective bargaining is an ongoing process which needs to be integrated into all activities of the institution. Conflict and competition often arise between academic administrators and professional staffs. The source of the conflict derives, of course, from different frames of reference. The academic administrators are concerned with developing effective educational policy, while the professional staff is charged with administering a contract according to its content regardless of the consequences foreducational policy. The best way to head off conflict is to ensure through consultation and training that contract negotiators are sensitive to the academic consequences of proposed contract provisions. To improve this sensitivity, opportunities to provide input to negotiations should be provided to central academic administrators, deans and department chairpersons through bargaining team membership and/or consultation.

VI. Once a contract has been negotiated, all levels of administrative staff should be familiarized with the contract language and its consequences for their jobs. Other training suggestions are described in more detail below.

VII. College administrators and governing boards should take immediate action to implement the above recommendations.

## External College Relationships

I. While a merger of units into regional or statewide units or the direct control of negotiations by county or state officials is not suggested, the legitimate concern of county and state authorities with the conduct and output of bargaining requires that closer coordinating linkages be developed between the colleges and state and county authorities. The formation of stronger ties between the colleges is also recommended.

II. The existing organization of two-year college negotiators should be continued and strengthened. This organization, now over two years old, has served as an excellent base for information exchange. Moreover, the informal contacts developed through that organization have made advice only a telephone call away.

A. A relationship between the negotiators' group and the PCBC of the Council of County Colleges should be developed to serve as the primary focus for relating the colleges with the state on bargaining matters. It is expected, as with other Council Committees, that DHE personnel will be invited to participate in the deliberation.

B. This relationship should be determined and in operation prior to the start of the next round of negotiations.

C. Periodic meetings should be held between the negotiatiors' organization, the Council of County Colleges, OER, and DHE concerning bargaining issues. The state authorities could communicate bargaining policies being utilized in negotiations with state units and discuss other contemporary bargaining issues. At least one joint meeting should be held (before the annual bargaining season begins) in late summer or early fall. The purpose of this meeting should be to update all parties on the events of the year and to discuss any significant issues that may arise in the coming year. Other meetings on special issues could be scheduled as needed, but at least one other meeting is suggested during the year.

D. The negotiators' organization by delegation from the PCBC should play a role in the development and delivery of bargaining training programs in conjunction with DHE, OER, the Council of County Colleges, and other relevant organizations. This recommendation derives from the conclusion of the research staff that training activities at all levels of the bargaining system should be increased. At some institutions a range of training activities has taken place, but it is suggested that additional efforts be made in this area. Learning will occur in part through the transmission and discussion of the work of the research/information unit to be described below. But more formal training activities would be useful. Some examples follow.

1. State Level

(a) A statewide conference of college administrations and perhaps unions in which alternatives for relating traditional governance and bargaining are discussed. This suggestion derives from the finding that traditional governance procedures were serving some needs in some of the county colleges.

(b) Discussions with DHE, OER, and other experts should take place on specific negotiating issues. For example, what are the dimensions of reduction-in-force provisions and what are alternative solutions. A review of important arbitration awards would also be useful on a statewide basis.

2. Local Level

(a) Annually, the labor relations staff should review contract changes with all administrative officials. Prebargaining conferences would also be useful.

(b) The administrative staff should be thoroughly familiarized with contract administration processes, including discussions of the need to substantiate personnel decisions with systematic record keeping.

(c) Professional staff should attend conferences and training programs sponsored by various organizations.

E. The membership of this organization should consist of all individuals at the institutions with direct negotiating responsibilities, regardless of titles. If a trustee committee conducts the negotiations, then members of that committee should attend regularly.

F. While 13 of 16 colleges now participate regularly in the meetings, the participation of all colleges is to be strongly encouraged.

G. Each college should contribute to the operational budget of this organization. Officers should be elected to administer the organization. Meetings should continue on a monthly basis. The operating procedures should be in place by fall 1977.

III. The matter of county - county college relationships should be discussed in meetings coordinated by the Council of County Colleges. Stronger relationships with county authorities on bargaining policy are recommended, but the relationships should be developed at the level of each college. The information flow on bargaining matters in both directions has often been imperfect. Some colleges have already developed informal ties with county authorities and it is recommended that all colleges attempt to shape similar relationships.

## Salary Relationships

I. A discussion of salary variations and salary benchmarks should take place within the PCBC.

Some of the salary variation between the institutions derives from differing program needs, labor market differences, and the availability of resources. But the research indicates that a large portion of the variation cannot be accounted for by these factors. The colleges should utilize comparative salary information generated by the research information unit to guide the formation of bargaining policy.

II. Benchmarks for salary levels and salary increases should include salary levels at other state institutions, comparable two-year colleges in other states and public schools. The setting of two-year college salaries in a dually-funded system is complex and conflictive. State officials consider the colleges as part of the statewide higher education system and feel that the salary structure should be systematically related. On the other hand, county officials want salaries, or at least salary increases, related to those of county employees.

What should the proper referent for faculty salaries in the two-year colleges be? Obviously, the ability of a college to pay at certain levels is one limit. But ultimately to retain qualified staff, an institution must be able to compete in the labor market for the type and quality of staff it needs. For professionals, the labor market is usually quite broad geographically, although local cost of living factors are a consideration. Our findings for New Jersey would indicate that the salary and benefit levels of most two-year institutions are very competitive for most faculty. Moreover, increases in recent years have been higher than both state college and public school teachers, leading to an overlap with the state college average salaries at the lower ranks, even though the two-year faculties probably have less seniority.* Our survey of other states produces a similar pattern. While it was once thought that differentials should be maintained between two-year and four-year faculty, actual practice has led to the elimination of that differential. Indeed, our data indicates that, in three of four contracts covering both two-year and four-year institutions in other states, the faculties are paid on the same scale. As in New Jersey, however, the teaching loads in two-year colleges are greater. In New Jersey there also has been an unenforced attempt to create parity through the budget message.

---

*The recent renegotiation (June 1977) of the New Jersey State College agreement would likely make the increases over the two-year period of the contract equivalent to two-year college increases.

County college administrators argue against the position that two-year colleges should be paid below four-year institutions, or that salaries should be pegged at the level of the state colleges. For the time being, however, state college salaries appear to provide a generous benchmark against which to compare two-year salaries in New Jersey and other states. In the long run, the parties might benefit from a discussion in a statewide forum of the factors which should be utilized to determine if two-year college faculty are being paid equitably. For example, what weight should be given to academic preparation, workload, and practical experience in developing a wage structure? How are factors such as these related to ability to pay and labor market conditions?

III. The salaries and benefits of non-professional employees should be related to local labor markets, where relevant. Consultation with county officials and the implementation of local wage surveys as a means of developing greater ties to local markets are detailed elsewhere.

## Research and Information Needs

I. A research and information function should be established in cooperation with the colleges, the organization of negotiators, the Council of County Colleges, DHE and OER for the purpose of providing a systematic data base for the formation of bargaining policy. This recommendation is one of the most important components of the changes recommended. Without comparative information on the relationships of salaries and other issues, variations cannot be pinpointed and resolved.

II. The alternative locations for the function are several: DHE, OER, Council of County Colleges, Council of Presidents, the organization of negotiators, or an institution of higher education. The criteria to be used to select the locus should include available staff expertise, ability to provide a timely response, and the confidence of the parties in the impartiality of the data.

III. The staff performing the research and information functions regularly should attend the meetings of the negotiators' organization.

IV. The data developed should be generally available to all parties to negotiations. Negotiations can proceed much more effectively if the parties are working from a common data base.

## V. Examples of Information and Research Needs

A. Contract files from all New Jersey institutions and from other states should be maintained for reference and research.

B. Studies of contracts and higher education bargaining from other states should be compiled and the parties made aware of their availability.

C. Annually, all two-year contracts should be reviewed for important changes. The practice of putting contract language changes in italics would facilitate this process.

D. Studies of specific contract provisions could be done periodically.

E. A file of arbitration awards and grievance decisions should be maintained and reviewed at least annually. A consistent record keeping system should be developed across the colleges.

F. All PERC and related court decisions relevant to the two-year colleges should be reviewed at least twice a year.

G. Information on salary and benefit levels should be compiled annually. The salary information should be broken down by institution and rank. For faculty and other professionals a questionnaire survey form similar to the one developed by the negotiators this past year should be administered annually. Since all colleges participate in the HEGIS data collection efforts, a possible relationship to the HEGIS data collection should be explored. All colleges should be encouraged to participate. Salary surveys of comparable two-year institutions in surrounding states should also be utilized. For nonprofessional employees, surveys should be conducted in local labor markets as is currently the practice of some institutions. The surveys could be administered at the college level, but the research/information unit could aid in the development of a consistent format across colleges and aid in data analysis.

VI. Input on the type of data collected and the type of data collection format should be provided by all concerned groups.

VII. A periodic newsletter might be used to transmit timely information.

VIII. Staff needs of the unit would be related to the locus of the function and the availability of the required expertise. Part of the staff might consist of labor relations professionals from local institutions in annual rotation or assigned to do certain statewide research tasks.

IX. Suggested topics for further research by the proposed unit or other sources:

A. The impact of grievance procedures on policy development, authority and relationships.

B. The developing relationships of bargaining and other governance mechanisms.

C. The relationships between bargaining, job security, workloads, part-time faculty, and overload availability.

D. The impact of bargaining on management flexibility to develop innovative educational policy.

Evaluation

I. The extent to which the salary and internal and external recommendations have been accomplished should be the subject of a periodic evaluation by individuals external to the state-county college relationship.

II. The first evaluation should take place at the end of the 1977-78 academic year.

# Part II

## Findings

# Chapter Three
# History and Origins of Bargaining

## I. Extent of Organization

By the end of 1976, two-year colleges in 23 states were negotiating with their faculties (Table 1). Approximately 30 percent of all two-year colleges are now unionized, making two-year colleges the most highly unionized sector of higher education.

The unionization of the New Jersey two-year colleges (and all public institutions) followed closely the passage of collective bargaining legislation in 1968. Most two-year colleges were organized either the first year the law was passed, or when the colleges opened for students. The two-year colleges were completely unionized by the faculties by 1975. All public institutions in New Jersey are now unionized; it was the first state in which all types of public institutions became unionized (Table 2). Faculty unionism tended to precede the organization of other occupations at the campuses.

## II. Union Affiliation

Currently, 11 two-year college faculties are affiliated with the NJEA, 4 are affiliated with the AFT, and the private two-year college is affiliated with the AAUP. The domination of the two-year colleges by the NEA and AFT follows national patterns. Initially, three of the AFT units had been loosely affiliated with the NJEA, while one of the NJEA units had been an independent unit.

## III. Origins

While the passage of bargaining legislation and the general growth of public sector unionism were important contributing factors to the unionization of the two-year colleges, a number of other factors, internal and external to the colleges, were important. Among the causes were the rapid growth and instability of the new colleges and the authoritarian leadership patterns, ineffective or nonexistent participation in governance and economic inequities which derived in part from the start-up tensions. The organizing activities of the unions tended to build on these tensions (See Appendix B).

## IV. Bargaining Legislation

Collective bargaining rights for public employees in New Jersey were provided by the passage of the New Jersey Public Employment Relations Act in 1968. The law established the Public Employment Relations Commission (PERC) and procedures for determining bargaining units, holding elections, and resolving bargaining impasses. Provisions for hearing unfair labor practices were not included in the act. Earlier court decisions prohibiting the right of New Jersey public employees to strike were not superseded by the legislation. 1974 amendments included unfair labor practice procedures and special scope of negotiations procedures.

## V. Bargaining History

Through 1976-77, the 16 colleges have negotiated 62 basic or amended contracts. The trend has been for longer contracts. In the process the parties have used mediation 28 times and fact finding 12 times. There have been four faculty job actions over the nine-year span, three by AFT units and the other an NEA-affiliated unit (Table 3).

## Table 1

## Extent of Unionization and Legislation in States With Unionized Public Community Colleges

| | State | No. of Inst.[1] | No. of Unionized Inst.[1] | States with Labor Legislation[1] |
|---|---|---|---|---|
| 1. | Alaska | 10 | 10 | yes |
| 2. | Conn. | 16 | 16 | yes |
| 3. | Delaware | 5 | 4 | yes |
| 4. | Florida | 31 | 3 | yes |
| 5. | Hawaii | 7 | 7 | yes |
| 6. | Illinois | 48 | 21 | no |
| 7. | Iowa | 26 | 19 | yes |
| 8. | Kansas | 21 | 9 | yes |
| 9. | Maine | 8 | 6 | yes |
| 10. | Maryland | 18 | 2 | no |
| 11. | Mass. | 19 | 15 | yes |
| 12. | Michigan | 33 | 30 | yes |
| 13. | Minn. | 20 | 18 | yes |
| 14. | Montana | 3 | 1 | yes |
| 15. | N.J. | 15 | 15 | yes |
| 16. | N.Y. | 47 | 44 | yes |
| 17. | Ohio | 49 | 1 | no |
| 18. | Oregon | 14 | 8 | yes |
| 19. | Pennsylvania | 17 | 13 | yes |
| 20. | R.I. | 1 | 1 | yes |
| 21. | Vermont | 2 | 1 | yes |
| 22. | Washington | 27 | 27 | yes |
| 23. | Wisconsin | 47 | 34 | yes |
| | | | 304[2] | 20/23=87%[3] |

---

[1] Source: Joseph N. Hankin, State Legislation and the Status of Collective Bargaining in Community and Junior Colleges, ACBIS, Special Report #28, August, 1976, p. 8.

[2] Approximately 30 percent of all two-year public colleges.

[3] 52 percent of all states have legislation.

## Table 2

## Bargaining Units in New Jersey Institutions of Higher Education

| Institutions | Current (initial) Bargaining Agent | Year of Unionization |
|---|---|---|
| **PUBLIC** | | |
| STATE COLLEGES<br>Kean, Glassboro, Jersey City<br>Paterson, Montclair, Ramapo,<br>Stockton, Trenton | AFT (NJEA) | 1972 (1969) |
| New Jersey Institute of Technology | Professional Staff Association (IND.) | 1970 |
| Rutgers University | AAUP | 1970 |
| College of Medicine and Dentistry | AAUP | 1972 |
| COMMUNITY COLLEGES (2 yr.) | | |
| Atlantic | NJEA | 1968 |
| Bergen | NJEA | 1968 |
| Brookdale | NJEA | 1971 |
| Burlington | NJEA | 1970 |
| Camden | AFT (NJEA) | 1972 (1968) |
| Cumberland | NJEA | 1968 |
| Essex | NJEA | 1968 |
| Gloucester | AFT (NJEA) | 1972 (1968) |
| Mercer | NJEA | 1970 |
| Middlesex | AFT | 1968 |
| Morris | NJEA (IND) | 1975 (1974) |
| Ocean | NJEA | 1968 |
| Passaic | NJEA | 1972 |
| Salem | NJEA | 1975 |
| Somerset | AFT (NJEA) | 1973 (1971) |
| **PRIVATE** | | |
| Bloomfield College | AAUP | 1973 |
| Fairleigh Dickinson University | AAUP | 1974 |
| Monmouth College | NJEA | 1971 |
| Rider College | AAUP | 1973 |
| Union College (2 yr.) | AAUP | 1974 |
| Stevens Institute of Technology | AAUP | 1976 |

## Table 3

## Bargaining History

| College | Bargaining Agent[1] | Year of Organization | 69-70 | 70-71 | 71-72 | 72- | 73-74 | 74-75 | 75-76 | 76-77 | 77-78 | 78-79 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Atlantic | NJEA | 1968 | 0 | 0 | X | XXXXXXXXXXX | | (m)XXXXXXXXXXX | | XXXXXXXXXX | | |
| Bergen | NJEA | 1968 | 0 | 0 | XXXXXXXXXXXX | | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | (m) reopener | (a) | | | |
| Brookdale | NJEA | 1971 | | 0 | XXXXXXXXXXXX | | (f)XXXXXXXXXXXXXXXXXXXXXX | | | | | |
| Burlington | NJEA | 1970 | | | (f)X | (f)XXXXXXXXXX | | (f)X | (f)XXXXXXXXXXXXXXXXXXX | | | |
| Camden | AFT(NJEA) | 1972(1968) | XXXXXXXXXXXXXXX | | X | (m)X | XXXXXXXXXXXX | | XXXXXXXXXXXXXXXXXXX | | | |
| Cumberland | NJEA | 1970 | X | 0 | 0 | X | XXXXXXXXXXXXXXXXXXXXXX | | | | | |
| Essex | NJEA | 1968 | | X | (m)XXXXXXXXXXX | | (m)XXXXXXXXXXX | | XXXXXXXXXXXXXXXXXXX | | | |
| Gloucester | AFT(NJEA) | 1972(1968) | X | XXXXXXXXXXX | | (f)XXXXXXXXXX | | (m)XXXXXXXXXXXXXXXXXXXXXX | (m*) reopener | | | |
| Mercer | NJEA | 1970 | | | (m)XXXXXXXXXXX | | (m)XXXXXXXXXXXXXXXXXXXXX | (reopener) | | (f)XXXXXXXXXXXXXXXXXXXXX | | |
| Middlesex | AFT | 1968 | (m)X | (m)X | (f)X | (*)XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | | (f) Amended | | (f)X | | |
| Morris | NJEA (Indep.) | 1975(1974) | | | | | | | (f)XXXXXXXXXXX | | | |
| Ocean | NJEA | 1968 | | 0 | (m)X | (m)X | XXXXXXXXXXX | | | X | | |
| Passaic | NJEA | 1972 | | | | XXXXXXXXXXX | | (m)XXXXXXXXXXX | | (m)XXXXXXXXX | | |
| Salem | NJEA | 1975 | | | | | | | | (f)XXXXXXXXX | | |
| Somerset | AFT(NJEA) | 1973(1971) | X | 0 | XXXXXXXXXXX | | (*)(m)XXXXXXX | | XXXXXXXXXXXXXXXXXXXX | | | |
| Union | AAUP | 1974 | | | | | | | XXXXXXXXXXX | | | |

---

[1] First affiliations, if any, in parentheses.

[a] 1973-76 contract extended by amendment, February 14, 1975.

[o] Contracts exist but not available.

[m] mediation.

[f] mediation to factfinding.

*strike.

# Chapter Four
# The Employers' Negotiating Structure

## I. Purpose

The purpose of this section is to discuss New Jersey's experience with the bargaining structure and place it into a broader, national context. The major questions posed were:

A. What is the geographical scope of the bargaining unit?

B. Who participates in setting employer bargaining policy?

C. Who represents the employer at the bargaining table?

D. What are the structural and budget relationships which affect the above factors?

E. How does New Jersey compare to other states?

## II. Method

The data for New Jersey were derived from interviews at the colleges conducted over a period of three years. The data from other states active in community college bargaining were developed by telephone interviews with the individuals at the state level with community college responsibilities, interviews with other knowledgeable sources, and by reviewing relevant research literature.

## III. Control, Funding and Negotiating Structure in New Jersey Community Colleges

### A. Control

The control of New Jersey's community colleges is shared by state and local authorities. The boards of trustees of each college are appointed by county governing authorities. Statewide, higher education in New Jersey is coordinated by the State Board of Higher Education and its administrative arm, the Department of Higher Education, both established in 1966. In addition to 16 county colleges, there are 11 four-year institutions included within the public system of higher education.

B. Funding

Initially, the state's share of the costs was to be 50 percent or $600 per full time equivalent student (FTE). Increasing costs reduced the state's share to 28 percent on average in 1976-77. The county's contribution averaged 35% in 1976-77. For 1977-78, the state increased the payment to $700 per FTE.

C. Bargaining units

Each college is a separate bargaining unit. The individual boards of trustees are the public employers.

D. Negotiating structure (Table 1)

1. Neither officials from the Department of Higher Education nor the Governor's Office of Employee Relations plays a role in negotiations. Attempts to develop a central information exchange never materialized due to the DHE-college relationships. In fact, in the early phases of negotiations the colleges were not anxious to cooperate with each other.
2. County freeholders are not directly involved in negotiations. In recent years, freeholders in a few counties have reacted to economic bargaining outcomes through the budget process. Informal county-county college

relationships have emerged at a minority of the colleges. One college is involved in a court battle to preserve its independence from county authorities.

3. At 8 of 16 institutions, the boards initially played a major role in negotiations with the faculty. In two instances no other management representatives were at the table. In three additional instances, the board members served as chief negotiators although administrators were at the table. In the most recent negotiations at the colleges, a board was at the table in only one instance, and in that case, an outside professional was the chief negotiator.

   A major impetus to the change in the role of boards in negotiations was the substantial time negotiations has required. In many instances negotiations have run from 12-18 months. Another reason mentioned for the change was that as negotiations became more complex, the absence of full board knowledge of the day-to-day operations of the colleges became a handicap. The boards are still actively involved in setting parameters for negotiations. Most boards have negotiating committees to provide input.

4. College presidents have been at the table at six colleges. In the most recent negotiations at the colleges, only two presidents were at the table. One instance involved one-to-one bargaining between the president and the chief union negotiator in an attempt to turn around a difficult bargaining relationship.

The time factor was one reason given for the absence of the presidents at the table. But the most common explanation was that it was difficult for the president to relate to the faculty on a day-to-day basis in a nonadversarial tone if the president was also at the bargaining table. There was a feeling that faculty negotiators had a tendency to "pick on" the president if he was at the table.

5. At five colleges outside professionals were initially used at the bargaining table, usually as chief negotiators. Three of the colleges were organized several years after the other institutions. In the most recent round of negotiations, outside professionals were also used at five colleges: two colleges using them initially went to inside professionals while two others started using external negotiators. Five other colleges which had gone to the use of outside professionals at some point subsequently stopped using them as full-time negotiators. So in total seven colleges have stopped using outside professionals as full-time negotiators. The outside negotiators, usually attorneys, are usually retained for purposes of consultation on technical matters.

A factor mentioned at one college for the reduced use of an outside negotiator was cost. One college purposely declined to use outside professionals so that the faculty would not do likewise. Other colleges developed or hired expertise on the administrative staff.

6. The greatest change in the employer bargaining teams has been the development of a cadre of experienced staff professionals to handle faculty and other negotiations. Four colleges have always used only administrative staff at the table. But in the most recent negotiations, 10 of 16 colleges used only administrative staff at the table. The administrative bargaining teams varied among the colleges, but usually included personnel directors, academic deans and business officers.

   For the past two years, the staff negotiators have developed an informal organization which meets monthly to discuss ongoing negotiations and arbitration awards, and listen to speakers. Thirteen of 16 colleges are regular participants. The negotiators in cooperation with the Department of Research, Institute of Management and Labor Relations, Rutgers University, developed a comprehensive questionnaire for the purpose of collecting comparative information for 1976-77.

   With the exception of one or two colleges, there has been little systematic training of the administrative staff in respect to collective bargaining. A few professional staff negotiators attend conferences, but most of the staff rely upon experience achieved in other organizational contexts.

## IV. Control, Funding and Negotiating Structure In States With Public Community College Bargaining

### A. Control - public community colleges

1. The most prevalent method of control is a combination of state and local control -- 28 states had this pattern in 1969. Most local boards are elected, but some are appointed by state officials and/or local sponsors.
2. The number of states exercising full control has increased substantially in recent years. In Colorado, Massachusetts and Minnesota local boards have relinquished full control. In 1969, 12 states had full control over the community colleges (Medsker and Tillery, 1971, p. 106).
3. In nine states, two-year institutions are under the jurisdiction of one or more universities (p. 109). One hundred twenty-seven colleges fall in this category.

### B. Finances

1. Where the system is under the full control of a state, local funding is rarely required. Where authority is shared, costs are usually shared. State funding averaged about 1/3 in the late sixties (Table 2).
2. In 1969, one author noted that the trend has been for greater assumption of costs by the state (p. 115). By 1972, the states had increased their share of the cost to 40 percent (Table 2).

C. Bargaining units (Table 3)

1. The bargaining units primarily reflect the control structure and not the funding structure.
    - a. Comprehensive higher education units have emerged only where two-year colleges are related organizationally to the university system.
    - b. Statewide two-year units occur only where statewide control is dominant (Connecticut, Minnesota, and Massachusetts).
    - c. Where state and local control occur, the bargaining unit is always by college (or district), never statewide.

D. Negotiating structure (Table 3)

1. The negotiating structure tends to follow the bargaining unit and control structure. In other words, state involvement is greater in the more comprehensive units and occurs to a much lesser degree in single college units, and when it does occur it is not dominant.
    - a. In Michigan, there has been some pressure for centralized or areawide bargaining among the community colleges (Aussieker, 1975, p. 188). He reported that Detroit area MEA and MFT faculty bargaining agents sought common contract expiration dates, and the district boards sought mutual aid pacts. He felt that the factors creating

pressure towards centralization were the political efforts of the Michigan Education Association, increased state funding and regulation of community colleges, legislative intervention in local bargaining disputes, political organization of students, and the increased industrial relations sophistication of district managers.

b. In Pennsylvania, Gershenfeld and Mortimer (1976, p. 164) indicated that there had been some speculation about the state's interest in seeking a statewide unit for the community colleges. But they indicated that no move towards such an eventuality was on the horizon. A group of community college negotiators meets periodically to compare notes, but the state administration is not involved in this activity.

c. As the result of studying community college bargaining in upstate New York colleges, Angell (1971, p. 99) recommended regional bargaining units. In his view, it would reduce the time and money required to negotiate and administer contracts and eliminate the fragmentation of representational units which led to whipsawing tactics by competing unions. Faculty and local administrators opposed such an alternative due to the loss of local control over working conditions and salaries. Another problem in combining the colleges was the different unions representing different colleges. No serious attempt has been made to combine the colleges. The central SUNY administration does maintain a central information service available to both sides of the table. It keeps files of arbitration awards and contracts and issues a periodical bulletin on the status of negotiations, PERB decisions, and court decisions. It also sponsors an organization of chief bargaining officers who meet periodically in Albany.

d. In Minnesota, where there is a statewide unit, it was reported by the central staff of the community college system that control of economic matters by a chief negotiator from the state department of personnel created problems. First, there was a tendency to create common economic conditions of employment for all state employees. Second, as a consequence, it was difficult to shape the agreement to meet local problems because it was impossible to trade economic for noneconomic issues. There are attempts to achieve a lump-sum budget for the community college system which would give the community college administration the responsibility of negotiating the economic issues as well as the noneconomic issues.

2. Local sponsor involvement, for example, school district, municipal, or county officials, varies widely among and within states, but does not directly occur at the majority of the colleges.

a. In Baltimore, Md., the city of Baltimore does the negotiating.

b. In Pennsylvania, the local sponsors have been infrequently involved in negotiations at the table. Their primary influence has been through the budget process (Gershenfeld and Mortimer, p. 164).

c. In New York, Angell (1971) found that of 22 colleges studied, 12 had staff from local sponsors and seven had sponsor legislators. He found that bargaining relationships were worse where sponsors were directly involved in negotiations because of the introduction of political considerations with negotiations and the tendency of sponsor personnel to use the benefits of other sponsor employees as a basis for comparison. He found that employer teams dominated by college administrators (trustees and administration) were more favorably perceived by the faculty. He recommended full trustee control over negotiations rather than sponsor control. He also recommended lump-sum budgets.

3. Local governing board involvement also varies widely, but the trend is towards administration-only bargaining teams, with policy input from the boards.

   a. In Michigan, Shoup (1970, p. 86) reported that only 1 board of 13 in his study was still actively involved in negotiations. The time-consuming nature of negotiations was given as the primary reason.

Williams (1970, p. 96) in a study of 15 two-year institutions in Michigan confirmed the findings--again only one board directly participated in negotiations.

b. In New York, Angell found governing board members on teams at 10 of 21 institutions studied, but the role of the boards changed over time (1971, pp. 4-9).

c. In Washington, Feuille (1974, p. 65-6) reported that while the trustees represented the management side early in the negotiating history, over time the direct role of the trustees had diminished. Full-time administrators now do most of the direct negotiating.

4. In earlier years, college presidents were often directly involved in negotiations. However, presidents are almost never involved in recent negotiations. In Michigan, Williams (1970, pp. 107-14) reported that in 5 of 15 institutions presidents were directly involved in initial negotiations. By 1969, none were at the bargaining table.

5. The use of professional negotiatiors varies widely, but the trend is towards a greater usage of either outside professional negotiators or internal professional staff.

   a. In Pennsylvania, 8 of 13 community colleges used external bargaining team leadership (Gershenfeld and Mortimer, 1976, p. 144). It was also reported that four of the five work stoppages had occured where outside professional negotiators were involved.

Do outsiders interfere with the dynamics of faculty-administration relationships? Are outside negotiators more apt to take stronger stands for management rights?

b. Kerr (1971, pp. 38-9) and Howe (1972, p. 29) felt the use of outside professionals should be related to the availability of bargaining expertise on the administration staff. If not available in-house, outside negotiators should be utilized.

6. Kerr also recommended the presence on the team of someone knowledgeable about academic concerns, personnel programs, and financial and budgetary matters. In Michigan, business managers, deans, and personnel directors have been the most frequent members of the employers' team in the community colleges (Williams, 1970, p. 39-40).

E. Summary: comparison of New Jersey to other states

1. Funding: The level of state funding in New Jersey was found to be below the national average.
2. The experience in New Jersey with bargaining unit formation and negotiating team composition closely parallels that in other states.

## Table 1

## Negotiating Structure in New Jersey Community Colleges

**Atlantic**

1. Initially the negotiations were conducted by the president and a committee of three members of the board of trustees.

2. For one round of negotiations, an outside negotiator was utilized, with direct administrative participation.

3. Currently, the team is comprised entirely of administrators.

**Bergen**

1. Initially, the board of trustees and president were on the bargaining team.

2. In one round of negotiations, an outside professional was utilized (a former member of the board who had negotiated for the board).

3. The outside professional was hired as a full-time staff negotiator.

**Brookdale**

1. An outside attorney was initially the chief negotiator, with direct administrative participation at the table.

2. Currently, the chief negotiator is an administrator. The attorney is retained for consultation when needed. Note: In difficult negotiations the board has again gone to an outside attorney as chief negotiator (1976-77).

**Burlington**

1. An administration team was used initially.

Table 1 (Continued)

2. An outside negotiator was chief negotiator for most of one set of negotiations with direct administration participation.

3. An administration team now does the negotiating with an attorney who is retained as a consultant and is not at the table.

Camden

1. Trustees served as chief negotiators, with administrators (including the president) at the table.

2. An outside professional then became the chief spokesman, with direct administration participation.

3. A staff labor attorney now heads the negotiating team.

Cumberland

1. Trustees did the negotiating.

2. Chief negotiator was outside professional with continuing board involvement at the table. Also some presidential participation at the table.

Essex

1. President and additional administrators.

2. Administrative team.

3. Outside professional as chief spokesman with continuing administrative participation.

Gloucester

1. Trustees were initially the chief negotiators, with direct administrative participation.

2. Chief negotiator is outside professional, plus administration membership.

Mercer

Always an administration team.

Middlesex

Always an administration team.

Morris

Chief negotiator is an outside professional, plus administrative representation on the team.

Ocean

Always an administration team.

Passaic

1. Trustees were chief negotiators, with administrative participation.

2. An outside professional became chief spokesman. President and board also on team.

3. Administration now comprises the team.

Salem

Outside professional is chief negotiator.

Somerset

1. An outside professional was chief negotiator. Board and administration also at table.

2. President comprised one person bargaining team.

Table 1 (Continued)

Union

Outside professional is chief negotiator with administration representation on the team.

## Table 2

### Changes in Proportion of State and Local Funding For Public Community Colleges 1967-68 and 1972-73

| State | 1967-68[a] | | 1972-73[b] | |
|---|---|---|---|---|
| | State | Local | State | Local |
| Conn. | 79 | 0 | 73 | 0 |
| Delaware | 100 | 0 | 61 | 0 |
| Florida | 59 | 11 | 64 | 1 |
| Hawaii | 75 | 0 | 70 | 0 |
| Illinois | 31 | 47 | 32 | 36 |
| Iowa | 55 | 17 | 37 | 15 |
| Kansas | 17 | 40 | 15 | 38 |
| Maryland | 21 | 47 | 36 | 29 |
| Mass. | 71 | 0 | 57 | 1 |
| Michigan | 36 | 26 | 40 | 24 |
| Minn. | 71 | 0 | 56 | 0 |
| Montana | 59 | 20 | 36 | 25 |
| New Jersey | 50 | 25 | 31 | 28 |
| New York | 32 | 38 | 38 | 30 |
| Oregon | 48 | 22 | 34 | 29 |
| Penn. | 31 | 31 | 28 | 24 |
| Rhode Island | 63 | 0 | 77 | 0 |
| Vermont | no data | | 55 | 0 |
| Washington | 76 | 0 | 65 | 0 |
| Wisconsin | no data | | 33 | 45 |
| All U.S. | 34 | 33 | 40 | 28 |

---

a. Source: L.H. Arney. "A Comparison of Patterns of Financial Support with Selected Criteria in Community Junior Colleges." doctoral dissertation, University of Florida, 1969.

b. Source: Financial Statistics of Institutions of Higher Education. Current Funds Revenues and Expenditures 1972-73, National Center for Educational Statistics.

## Table 3

### Two-Year College Funding, Bargaining Units, and Employer Negotiating Structures by Type of Control and State

| Type of Control by State[1] | Sources of Funds (1972)[2] |  | Bargaining Unit[3] | Dominant Employer Negotiating Structure[3] |
|---|---|---|---|---|
|  | State | Local |  |  |
| I. State Control |  |  |  |  |
| A. All Higher Ed. Bd. |  |  |  |  |
| Rhode Island | 77 | 0 | By college | State education agency w/local team membership |
| Vermont | 55 | 0 | Vocational col. combined with state colleges | State education agency, with local team membership |
| B. Community Col. Bd. |  |  |  |  |
| Connecticut | 73 | 0 | Statewide unit | State education agency w/local input |
| Delaware | 61 | 0 | By campus (4 campuses, 3 units) | State education agency w/local input |
| Massachusetts | 57 | 1 | All 2-yr. col. | State education agency w/local team membership |
| Minnesota | 56 | 0 | All 2-yr. col. | Chief negot. for State Dept. of Personnel and state education agency w/ local team membership |
| II. State & Local Control |  |  |  |  |
| A. All Higher Ed. Bd. |  |  |  |  |
| New Jersey | 31 | 28 | By college | Local administration & board. Some use of outside professionals |
| New York (SUNY, except ag. & tech.) | 38 | 30 | By college | Local administration & boards, sometimes including local sponsors |

## Table 3 (continued)

## Two-Year College Funding, Bargaining Units, and Employer Negotiating Structures by Type of Control and State

| Type of Control by State[1] | Sources of Funds (1972)[2] | | Bargaining Unit[3] | Dominant Employer Negotiating Structure[3] |
|---|---|---|---|---|
| | State | Local | | |
| B. Community Col. Bd. | | | | |
| Illinois | 32 | 36 | By college (district) | Local administrations and boards |
| Maryland | 36 | 29 | By college (only Baltimore) | Local administrations, boards, and sponsors |
| Washington | 65 | 0 | By college (district) | Local administrations, some use of outside professionals |
| C. Education Board | | | | |
| Florida | 64 | 1 | By college | Local administrations. Some use of outside professionals |
| Iowa | 32 | 15 | By college | Local administrations. Some use of outside professionals |
| Kansas | 15 | 38 | By college | Local administrations |
| Michigan | 40 | 24 | By college | Local administrations |
| Montana | 36 | 25 | By college | Local administrations and boards |
| Oregon | 34 | 29 | By college | Local administrations. Some use of outside professionals |
| Pennsylvania | 28 | 24 | By college | Local administrations |
| Wisconsin | 33 | 45 | By college | Local administrations. Some use of outside professionals |

Table 3 (continued)

## Two-Year College Funding, Bargaining Units, and Employer Negotiating Structures by Type of Contol and State

| Type of Control by State[1] | Sources of Funds (1972)[2] State | Local | Bargaining Unit[3] | Dominant Employer Negotiating Structure[3] |
|---|---|---|---|---|
| III. University Related | | | | |
| A. Branches | | | | |
| Pa. (Penn. State & Pittsburgh) | Full | None | Combined with 4-yr. per PLRB | None |
| Wisconsin (Univ. of Wisc.) | Full | None | By college per proposed legislation | None |
| B. Autonomous Units (budget) | | | | |
| Alaska | Full | None | All 2-yr. col. | Univ. administration & governing bd. |
| Hawaii | 70 | 0 | Combined w/4-yr. colleges | State w/university participation |
| New York (CUNY) | | | Combined with 4-yr. colleges | Local (CUNY administration) |
| New York (SUNY-ag. and tech.) | Full | None | Ag. and tech. 2-yr. colleges combined with 4-yr. | State governor's office w/university participation |

---

[1] Sources: Leland L. Medsker and Dale Tillery, Breaking the Access Barriers (New York: McGraw-Hill, 1971), p. 109; John Lombardi, Managing Finances in Community Colleges (San Francisco: Jossey-Boss, 1973), pp. 25-6.

[2] Financial Statistics of Institutions of Higher Education, Current Trends, Revenues and Expenditures, 1972-73, National Center for Educational Statistics.

[3] Sources included a range of documents and interviews. Local sponsors not involved unless noted.

# Chapter Five
# Faculty Salary and Compensation Analysis

## I. Purpose

The purpose of this section is to discuss emerging faculty salary patterns in New Jersey two-year colleges. The major questions posed were:

A. Given that salaries paid to faculty among the New Jersey two-year colleges vary, 1) how great is the variation and 2) what are the determinants of this variation.

B. Within New Jersey, how are the salaries paid to faculty in two year institutions related to 1) those paid to teachers in public school districts, and 2) to those paid to faculty in other institutions of higher education in New Jersey?

C. What is the relationship of faculty salaries in the New Jersey two-year colleges to two-year colleges in other states?

D. What are the salary relationships among educational institutions in other states?

## II. Method

A. Data collection

The data for New Jersey were derived from Higher Education General Information Survey data compiled by the New Jersey Department of Higher Education. Some data were also generated by a questionnaire survey of the two-year colleges. The data from other states active in community college bargaining were obtained by telephone interviews with the individuals at the state level with community college responsibilities and by reviewing existing salary surveys.

B. Data analysis

Various ways of examining the relationships suggested above were used. For IA1 above, mean salary and standard deviation measures were used. For IA2, correlation and multiple regression techniques were used. For IB1, comparison of means and ranking by counties for different years were used. For IB2 comparison of means across years and ranks were used. For IC and D comparisons similar to IB2 were made.

## III. Salary Relationships

A. Relationships among New Jersey two-year colleges

1. There are substantial variations in salaries among the two-year colleges. In 1973, the difference in the average salary between the high and low institutions was 22 percent. In 1976, the difference had increased to 28 percent. (Table 1).
2. Except for one institution, the relative ranking of the institutions from 1973 to 1976 has remained fairly consistent (Table 1).
3. Seven variables account for 91 percent of the variation in mean salaries paid to faculty in 1976 at two-year colleges in New Jersey. (Even when adjusting for the relationship between the number of variables and the number of cases, due to the small number of cases, these seven variables account for 82 percent of the variation). These seven variables and their unique contribution in accounting for the variation in mean salaries across the county colleges are:

| | | |
|---|---|---|
| 1. | Use of Impasse Procedure | 42% |
| 2. | Average Per Capita Property Value by County | 19% |
| 3. | Faculty Size | 9% |
| 4. | Percent of Faculty with Doctorate | 4% |
| 5. | Proportion of Grievances | 9% |
| 6. | Extent of Contract | 3% |
| 7. | Public Teacher's Salary | 4% |

Table 2 presents means, standard deviations, and correlation coefficients for all the variables considered in the analysis. Table 3 presents the results of the multiple regression analysis using 1976 average salaries for county colleges as the dependent variable.

(Note) The small population under analysis likely makes the results very sensitive from year-to-year and to small changes. The extent of this sensitivity was demonstrated to us when we changed the mean salary figure for one institution to reflect an estimated percentage increase in mean salary for 1976. (Negotiations at this college are continuing.) Our estimated increase was conservative but two regression runs, one prior to and one after this change, resulted in completely different variables and order of entry into the run. The one used here reflects the changed mean salary for the one institution. Accordingly, the results can only be considered tentative. Additionally, tests of significance are not relevant when the entire population is under study.

A discussion of the variables listed above and possible reasons for the findings follows:

a. Use of Impasse Procedure

The colleges vary substantially in the degree to which they utilize the mediation and factfinding procedures provided by statute. Interestingly, there is a strong negative correlation between the use of impasse procedures and salary (-.6 5). As noted in Table 3, this variable entered at step one. In other words, the institutions frequently utilizing the impasse procedures on average had lower salaries. One possible explanation for this result is that employers taking a harder position on salary increases are forced into impasse more often.

b. Average Per Capita Valuation by County

The correlation of per capita property valuation by county with salary is quite strong (.48). After entering percent impasse use at step one, this variable had a partial value of .57 and thus entered at step 2. This variable is highly correlated with public school salaries (.61) and correlated to a lesser extent with geographical location (.31) (northern counties have higher per capita property values).

c. Faculty Size

This variable has a simple correlation with the dependent variable of .39. However, when considered after the first two variables have accounted for variance in the dependent variable, faculty size attains a partial value of .48 and enters on the third step. Faculty size is correlated with impasse use (.03) and with per capita property valuation (.28). It is most highly correlated with years in operation (.44) and public teacher salaries (.51).

d. Percentage of College Faculty with Doctorate

The correlation between salary and the percentage of faculty with doctorates is very high (.62). This variable enters the regression process at the fourth step.

e. Annual Grievance Rate

The annual grievance rate is one indication of the nature of the bargaining relationship. The value of the correlation of this variable with salary is low (.17). However, it takes on a partial of .58 once the four variables mentioned before have accounted for as much of the variation in faculty salary as they can. The positive value indicates that higher annual grievance rates are associated with higher salaries.

f. Extent of Contract Content (Union Penetration)

Despite the low negative correlation of this variable with salary (-.06), this variable enters at step 6 of the regression process due to its high partial correlation with salary, given the presence of the variables which had previously entered the regression process (see variables above). The sign of the partial (-.44) is negative indicating that an increase in the extent of the contract is associated with a decrease in average compensation. The relationship of extent of contract to salary is particularly noticeable at the ends of the range of salary variation. The two institutions with the highest average salaries have below average contract content. Additionally, the two public institutions with the most detailed contracts had below average salaries. The single private college providing educational services to one county is way above average in contract content (achieved in first set of negotiations) and the average salary is ranked fifth among all two-year colleges (in 1976). The extent of the contract is highly correlated (.55), as might be expected, with the age of the college (years in operation), with union affiliation: AFT (.71), and to a lesser extent with the number of annual grievances (.30).

g. Public Teacher Salaries

The correlation of average county public school salaries of two-year college salaries is fairly strong (.48). It is also highly correlated with per capita property valuation (.61). This probably explains why it does not enter into the regression equation any earlier.

4. Several other variables did not enter the regression process at a high step, but they did indicate fairly strong correlations with salary. These variables are as follows:

a. Proportion of Associate and Full Professors on the Faculty

As might be expected, there is a correlation between the proportion of higher-paid associate and full professors on the faculty of a college and salary (.28). But in interaction with other variables in the regression equation, especially years in operation, it adds little to the amount of variation explained.

b. Age of Institution

The correlation between salary and the number of years a college has been in operation is also strong (.57). Other variables such as faculty size, extent of contract,and use of impasse procedures, all of which entered into the regression equation earlier,probably reduced the ability of this variable to account for variation in the dependent variable.

5. The following variables neither entered the regression process at a high step nor were correlated with salary.

a. Geographic Location

Almost none of the variation among colleges is explained by geographical location. Eight colleges are located in the more urban northern location, eight in the southern portion of the state.

i. In terms of average overall salaries (Table 4), the salary differences between the North and South were increasing from 1973- 75. But in 1976, the difference declined and the correlation between geographical location and location and salary is not high. (.21). The differences apparently derive from differing labor market considerations since public school salaries between the North and South are also significantly different (Table 4). However, the difference in public schools is greater and more stable over time. Generally speaking, the ranking of the school districts in the same counties as the colleges by average salary for the county shows a strong correlation (.68) with the ranking of the college salaries. (Table 5).

ii. Salary differences by rank between the North and South show greater variation (Table 6). The differences are less for the instructor and assistant professor ranks, the locus of the vast majority of two-year college faculty. Differences at the associate and full professor ranks are much greater.

b. Employee Representative

The relationship between salary and whether or not the AFT or NEA was the employer representative was almost nonexistent for 1976 (.02).

c. Existence of Salary Guide

One-half of the community college agreements have salary guides. For 1976, a correlation analysis indicated that the presence of a structured salary guide had small positive effect on salary level (Table 7).

B. Salary relationships among New Jersey educational institutions

1. Data from 1973 to 1976 indicate that the difference between two-year college salaries and school district salaries has increased over time (Table 8).

2. In fact, while once closer to school district salaries, two-year college salaries are now closer to state college salaries. The other public and private four-year institutions have maintained generally similar positions relative to each other over time (Table 8).

3. Salary relationships by faculty rank also indicate changes from 1973 to 1976 (Table 9). Two-year college salaries now overlap state college salaries at the instructor and assistant professor ranks, and the differences between the other ranks have decreased substantially.

4. There are several reasons for the shifts in relative salary positions.
    a. From 1973 to 1976, two-year college salaries increased more than school district salaries. (Table 10). See Table C-12 for a breakdown of percentage increases by college.
    b. From 1973 to 1976, two-year college salaries outpaced state college salaries at every rank by 4 to 6 percent (Table 11). Despite the increases, the total was less than the cost of living. (Table 12).
    c. The change in distribution of faculty across ranks in the two-year colleges contributed to some of the changes, and it is likely to create additional upward salary pressures as some are promoted to upper ranks. Currently, most of the faculty of the two-year colleges are in the two lower ranks. But from 1973 to 1976, the increases in the number (and proportion) of faculty at the two higher ranks have far surpassed the increases at the other New Jersey institutions of higher education. (Tables C-5, C-6).

C. Relationship of salaries of New Jersey two-year colleges to colleges in other states

1. Since school district salaries in New Jersey were ranked sixth in the nation in 1975-76 and eighth in 1976-77, it might be expected that New Jersey two-year colleges also ranked among the highest in salary in comparison with other states, since salary increases in the New Jersey two-year colleges exceeded the school district salaries.

2. The New Jersey salaries are likely headed towards the top in the nation with recent increases, but in 1974-75, two-year salaries in New Jersey were below the national averages (Table 13). More recent national comparisons were not available.
3. In 1976, New Jersey two-year salaries were much greater than those in Pennsylvania (Table 14) and also Illinois, Rhode Island, Oregon, and Washington, but less than those in Michigan, California, Maryland, and New York (Tables 15 and 16). A comparison with all states is not available.

D. Salary relationships among educational institutions in other states

1. An evaluation of available information from other states indicates that two-year college salaries are, or soon will be, overlapping four-year college salaries. It is also apparent that no universal solution appears to be developing for the salary structure relationship.
2. Survey of state community college administrators: By telephone, 18 states were surveyed in respect to their views concerning the relationship of two-year college salaries to other institutions. Some based their conclusions on salary surveys; others expressed only opinions. Table C-13 gives the state-by-state summary.
    - a. Sixty percent of the 20 contracts (New York had three contracts because of the three units with two-year colleges) reported that two-year salaries were approaching, equal to, or surpassing four-year salaries.
    - b. Three combined bargaining units (units with both two- and four-year institutions) reported identical salary scales for two- and four-year institutions (Vermont, SUNY, and CUNY). Hawaii, which also has a combined unit,

maintains a separate, lower scale in the contract for two-year institutions.

c. Seven states reported some overlap, particularly at the lower ranks (usually instructor and assistant professor). The states were Delaware, Alaska, Kansas, Maryland, Michigan, Oregon,and Wisconsin.

d. Two states, New Jersey and Rhode Island, reported that differences between two- and four-year institutions were diminishing.

e. Eight states reported no "problem," although other data indicate that one state does have overlap (New York two-year colleges in separate units).

f. Differences tended to be maintained to a greater degree where there was full state control and funding (Connecticut, Minnesota, Massachusetts), shared control with substantial state funding (Florida, Montana), active state involvement in negotiations (Hawaii), or some combination of these factors. Only one state with shared control and funding reported that differentials were being maintained (Pennsylvania). Interestingly, where two- and four-year institutions are combined in a single unit, salary schedules and/or increases were identical in three of the four units.

g. In several states it was reported that increasing teacher salaries pushed two-year college faculty salaries into four-year territory. This effect was noted particularly where two-year colleges were part of school districts.

3. Salary relationships: other studies

   a. Aussieker (Faculty Collective Bargaining, 1975) reported that California was among the leaders in two-year college faculty compensation, even though traditional bargaining rights were not provided.

   b. Garbarino (1975, p. 174) reported that, in terms of average compensation, community college faculty have been closing in on four-year college faculty for many years, with and without unionism. He utilized annual AAUP surveys for two different years (1966-67 and 1972-73). The use of the agregate data, however, has serious limitations due to the unknown response bias since the response varies widely by state, and overall participation is not high (about 25 percent) for the two-year colleges.

   c. Table 7 for 1974-75 includes the only states of interest which had sufficient response to the AAUP survey (New Jersey, Michigan, and Washington did not have a sufficient response, for example). (i) The ratio data indicate wide variations across the states in respect to two- and four-year salary relationships. (ii) The data in Table 17 do confirm that in some states two-year salaries are surpassing four-year salaries for some types of institutions. 1975-76 data for Michigan (Table 18) further support this finding.

4. Comparison of New Jersey to other states

   Data from 1974-75 indicate that two-year college salaries in New Jersey are more closely related to the salaries of public school teachers than the national averages (Table 13). Since the relationships between salaries in public schools and four-year institutions are similar between New Jersey and the national averages, two-year college salaries in New Jersey are not as closely related to four-year institution salaries or the national average. However, more rapid salary increases in the last two years in the New Jersey two-year colleges has widened the public school teacher and two-year college faculty salary differential to the point where two-year salaries are closer to the state colleges than public schools, as previously noted.

## IV. Other Compensation

The two-year colleges maintain program flexibility and also achieve cost savings by providing overload and summer teaching opportunities for full-time faculty and by hiring large numbers of part-time faculty.

### A. Other compensation for full-time faculty

Data from all two-year colleges are not available, but available information indicates that overload compensation is an important extra source of income for two-year college faculty (Table 19). The "other compensation" figures for the other public New Jersey institutions were not available, but the current state college contract limits voluntary teaching assignments for extra compensation in a given academic year to three (3) semester credit hours or one (1) course, whichever is greater. This provision does not include pre-sessions, intersessions or summer sessions.

1. For the nine institutions for which data are available, the total "other" compensation for a 10-month faculty member at the mean ranged from $2,132 to $5,580 for a 12-month period in 1976.

2. The greatest totals tended to come from institutions below the average base salary for all two-year institutions. So the variation around the mean is reduced if other compensation is added to base salaries.
3. Since the total "other" compensation at the two-year colleges is likely to exceed that received on average at the state colleges, the overlap in base salaries in 1976 at the lower ranks will increase and the difference between the associate and professor ranks will diminish, if not disappear. As a consequence, the overall difference between the average compensation paid state and community college faculty is likely to be diminished considerable.

B. Part-time faculty

As illustrated in Table 20, the trend has been for a substantial increase in the use of part-time faculty at the colleges for which information is available.

## Table 1

### Average County College Salaries
### by College & Year
### 9-10 Month Contract

| College | 1973 |  | 1974 |  | 1975 |  | 1976 |  |
|---|---|---|---|---|---|---|---|---|
|  | Salary | Rank | Salary | Rank | Salary | Rank | Salary | Rank |
| Atlantic | 13,034 | 9 | 12,774 | 15 | 15,088 | 10 | 16,223 | 8 |
| Bergen | 14,004 | 1 | 15,235 | 1 | 16,617 | 2 | 17,657 | 1 |
| Brookdale | 11,621 | 15 | 14,130 | 7 | 16,624 | 1 | 16,183* | 9 |
| Burlington | 13,415 | 5 | 14,004 | 8 | 14,984 | 11 | 15,874 | 12 |
| Camden | 11,711 | 14 | 13,646 | 10 | 14,692 | 14 | 16,382 | 7 |
| Cumberland | 13,198 | 7 | 14,348 | 5 | 15,675 | 7 | 17,036 | 2 |
| Essex | 12,277 | 12 | 14,237 | 6 | 15,202 | 9 | 15,996 | 11 |
| Gloucester | 11,916 | 13 | 13,325 | 13 | 14,524 | 15 | 16,052 | 10 |
| Mercer | 12,696 | 11 | 13,543 | 11 | 14,853 | 12 | 15,675 | 15 |
| Middlesex | 12,999 | 10 | 13,467 | 12 | 14,693 | 13 | 15,832 | 13 |
| Morris | 13,776 | 3 | 14,780 | 3 | 15,549 | 8 | 16,646 | 4 |
| Ocean | 13,999 | 2 | 14,865 | 2 | 15,991 | 4 | 16,994 | 3 |
| Passaic | 13,690 | 4 | 13,153 | 14 | 16,021 | 3 | 15,701 | 14 |
| Salem | 11,504 | 16 | 12,343 | 16 | 12,840 | 16 | 13,775 | 16 |
| Somerset | 13,258 | 6 | 13,992 | 9 | 15,870 | 6 | 16,496 | 6 |
| Union | 13,137 | 8 | 14,525 | 4 | 15,976 | 5 | 16,578 | 5 |
| TOTALS | 13,000 |  | 14,002 |  | 15,364 |  | 16,291 |  |

Source: HEGIS Forms 40275 and 40276 compiled by N.J. Department of Higher Education.

*Still negotiating and being paid according to the 1975-76 salary schedule.

## Table 2

### Means, Standard Deviations, and Correlation Coefficients for All Variables

| | $\bar{x}$ | sd | y | $x_1$ | $x_2$ | $x_3$ | $x_4$ | $x_5$ | $x_6$ | $x_7$ | $x_8$ | $x_9$ | $x_{10}$ | $x_{11}$ |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| y Average Faculty Salary | 16,232 | 900 | ----- | | | | | | | | | | | |
| $x_1$ Percent of Faculty with Doctorate | 12.67 | 5.05 | .622 | ----- | | | | | | | | | | |
| $x_2$ Years in Operation | 8.07 | 1.79 | .565 | .137 | ----- | | | | | | | | | |
| $x_3$ Public Teacher Salaries (County Average) 1976 | 14,109 | 937 | .482 | .342 | -.017 | ----- | | | | | | | | |
| $x_4$ Extent of Contract | 25.6 | 6.91 | -.065 | -.121 | .551 | -.158 | ----- | | | | | | | |
| $x_5$ Bargaining Unit Affiliation: AFT | .27 | .46 | -.029 | -.083 | .238 | -.095 | .714 | ----- | | | | | | |
| $x_6$ Proportion of Faculty in Professor & Associate Professor Rank | 27.67 | 8.76 | .280 | .177 | .270 | -.061 | .002 | -.101 | ----- | | | | | |
| $x_7$ Faculty Size | 102.4 | 56.25 | .393 | .084 | .437 | .513 | .174 | -.135 | -.093 | ---- | | | | |
| $x_8$ Percent Impasse Use | 52.07 | 34.20 | -.649 | -.548 | .476 | -.086 | -.108 | -.115 | -.064 | .026 | ---- | | | |
| $x_9$ Grievance/Years Bargaining | 3.86 | 4.08 | .168 | -.331 | .391 | .208 | .300 | .192 | -.264 | .178 | .056 | ---- | | |
| $x_{10}$ Per Capita County Property Valuation | 13,669 | 3,819 | .476 | .214 | .194 | .610 | -.094 | .049 | .540 | .282 | .059 | .115 | ---- | |
| $x_{11}$ Geographical Location: North | .467 | .516 | .284 | .126 | .190 | .832 | -.204 | .040 | -.295 | .219 | .018 | .444 | .314 | ---- |

N=15

## Table 3

### Stepwise Regression with Partial Coefficients, $R^2$, Adjusted $R^2$ and $R^2$ Change for Mean County College Salary

| Step Variable | b | B | $R^2$ | Adjusted $R^2$ | $R^2$ Change |
|---|---|---|---|---|---|
| 1. Percent Impasse Use | -15.970 | -.61 | .421 | .377 | .421 |
| 2. Per Capita Property Valuation 1976 | .096 | .41 | .614 | .549 | .193 |
| 3. Faculty Size 1976 | 10.723 | .67 | .702 | .621 | .088 |
| 4. Percent of Faculty with Doctorate | 94.025 | .53 | .747 | .645 | .045 |
| 5. Proportion of Grievances | 160.544 | .72 | .833 | .740 | .085 |
| 6. Extent of Contract | -56.663 | -.43 | .865 | .764 | .032 |
| 7. Public Teacher Salary 1976 | -.453 | -.47 | .909 | .818 | .044 |
| 8. Years in Operation | -181.482 | -.36 | .919 | .811 | .010 |
| 9. Proportion of Faculty Holding Professor and Associate Professor rank | 26.553 | .26 | .928 | .800 | .009 |
| 10. Union Affiliation AFT | 506.326 | .07 | .942 | .796 | .014 |

N=15 NOTE: The 15 cases represent the population, therefore tests of significance do not apply. The first seven variables were used since the Adjusted $R^2$ begins to decrease at the addition of an eighth variable.

b unstandardized regression coefficient.
B standardized regression coefficient.
$R^2$ multiple correlation coefficient.

Adjusted $R^2 = R^2 - \frac{(k-1)}{(N-R)}(1-R^2)$. N=Number of cases. k=Number of independent variables in the regression equation.

$R^2$ Change=unique contribution of each variable in accounting for variance in dependent variable. These can be read as percent by multiplying by 100.

## Table 4

## Comparison of Average College and School District Salaries by Region and Year

| | Colleges | | School Districts | |
|---|---|---|---|---|
| | North | South | North | South |
| 1973 | 13,209 | 12,727 | 12,216 | 10,924 |
| Difference | 482 (4%) | | 1,292 (11%) | |
| 1974 | 14,375 | 13,621 | 12,966 | 11,576 |
| Difference | 754 (5%) | | 1,390 (11%) | |
| 1975 | 16,141 | 14,890 | 13,955 | 12,454 |
| Difference | 1,193 (7%) | | 1,501 (1[illegible]) | |
| 1976 | 16,544 | 16,040 | 15,049 | 13,491 |
| Difference | 504 (3%) | | 1,558 | (10%) |

---

Source: Tables C-7, 8, 9, 10 and 11.

## Table 5

## 1975

## Ranking of Average Salaries Paid to Two Year College Faculty & Public School Teachers by County

| County | 2-Year | Public School |
|---|---|---|
| Monmouth (Brookdale) | 1 | 7 |
| Bergen | 2 | 1 |
| Passaic | 3 | 9 |
| Ocean | 4 | 8 |
| Union | 5 | 2 |
| Somerset | 6 | 4 |
| Cumberland | 7 | 16 |
| Morris | 8 | 3 |
| Essex | 9 | 6 |
| Atlantic | 10 | 11 |
| Burlington | 11 | 12 |
| Mercer | 12 | 10 |
| Middlesex | 13 | 5 |
| Camden | 14 | 13 |
| Gloucester | 15 | 15 |
| Salem | 16 | 14 |

---

Source: Tables 1 and C-11.

Pearson Rho = .68.

$\rho$ = .01 two tailed test.

Rho$^2$ = .48 predicting the ranking of county average public school teacher salaries from the ranking of two-year fac. average salaries reduces the error by 48% from the best prediction. Otherwise = $\frac{N+1}{2}$ where N = number of counties ranked.

## Table 6

### Comparison of North-South Average Salary Differentials by Rank and Year, N.J. Community Colleges

| | Instructor | | Assistant | | Associate | | Professor | |
|---|---|---|---|---|---|---|---|---|
| | North | South | North | South | North | South | North | South |
| 1973 | 10,917 | 10,749 | 13,719 | 12,526 | 16,672 | 15,048 | 20,979 | 18,241 |
| Difference | | 168 ( 2%) | | 1,193 ( 9%) | | 1,624 (10%) | | 2,738 (13%) |
| 1974 | 11,605 | 11,387 | 14,753 | 13,315 | 17,451 | 15,987 | 22,219 | 18,980 |
| Difference | | 218 ( 2%) | | 1,438 (10%) | | 1,464 ( 8%) | | 3,239 (15%) |
| 1975 | 12,537 | 12,473 | 15,956 | 14,576 | 19,264 | 17,256 | 23,121 | 20,598 |
| Difference | | 64 ( 1%) | | 1,380 ( 9%) | | 2,008 (10%) | | 2,523 (11%) |
| 1976 | 12,694 | 12,972 | 16,639 | 15,560 | 20,243 | 18,182 | 24,046 | 21,353 |
| Difference | | 278 ( 2%) | | 1,079 ( 6%) | | 2,061 (10%) | | 2,693 (11%) |

---

Source: Tables C-7, 8, 9, 10.

## Table 7

## Relation of Average County College Salary to Mean for all County Colleges by Salary Schedule

### 1973

| Relation to Mean for All Two-Year Colleges | Salary Schedule<br>No | | Salary Schedule<br>Yes | |
|---|---|---|---|---|
| Above | Atlantic<br>Burlington<br>Cumberland<br>Passaic<br>Somerset<br>Union | 6 | Bergen<br>Morris<br>Ocean | 3 |
| Below | Camden<br>Mercer<br>Middlesex<br>Salem | 4 | Brookdale<br>Essex<br>Gloucester | 3 |

### 1974

| Relation to Mean for All Two-Year Colleges | Salary Schedule<br>No | | Salary Schedule<br>Yes | |
|---|---|---|---|---|
| Above | Cumberland<br>Union | 2 | Bergen<br>Brookdale<br>Essex<br>Morris<br>Ocean | 5 |
| Below | Atlantic<br>Burlington<br>Camden<br>Mercer<br>Middlesex<br>Passaic<br>Salem<br>Somerset | 8 | Gloucester | 1 |

---

Source: Tables C-1, 2.

## Table 7 (Continued)

## Relation of Average County College Salary to Mean for all County Colleges by Salary Schedule

### 1975

| Relation to Mean for All Two-Year Colleges | Salary Schedule No | | Salary Schedule Yes | |
|---|---|---|---|---|
| Above | Cumberland<br>Passaic<br>Somerset<br>Union | 4 | Bergen<br>Brookdale<br>Morris<br>Ocean | 4 |
| Below | Atlantic<br>Burlington<br>Camden<br>Mercer<br>Middlesex<br>Salem | 6 | Essex<br>Gloucester | 2 |

### 1976

| Relation to Mean for All Two-Year Colleges | Salary Schedule No | | Salary Schedule Yes | |
|---|---|---|---|---|
| Above | Camden<br>Cumberland<br>Somerset<br>Union | 4 | Bergen<br>Brookdale*<br>Morris<br>Ocean | 4 |
| Below | Atlantic<br>Burlington<br>Mercer<br>Middlesex<br>Passaic<br>Salem | 6 | Essex<br>Gloucester | 2 |

---

*Brookdale still negotiating. Placed in this category since even a 1% increase in faculty salary would place them above the mean.

Source: Tables C-3, 4 .

## Table 8

### Comparisons of Average Salaries (9-10 month contracts) at New Jersey Educational Institutions, 1973, 1974, 1975, and 1976

|  | 1973 | 1974 | 1975 | 1976 | Ratios 1973 | Ratios 1974 | Ratios 1975 | Ratios 1976 |
|---|---|---|---|---|---|---|---|---|
| Elementary and Secondary Schools[a] | 11,300 | 11,920 | 12,618 | 13,588 | 100 | 100 | 100 | 100 |
| Two-year colleges[b] | 13,000 | 14,002 | 15,364 | 16,291 | 115 | 117 | 122 | 120 |
| State Colleges[b] | 15,599 | 16,499 | 16,820 | 18,097 | 138 | 138 | 133 | 133 |
| Rutgers University[b] | 17,319 | 19,262 | 20,359 | 21,445 | 153 | 162 | 161 | 158 |
| NJIT[b] | 19,382 | 22,094 | 20,842 | 23,481 | 172 | 185 | 165 | 173 |
| Independent Colleges[b] | 15,637 | 16,614 | 17,859 | 18,807 | 138 | 139 | 142 | 138 |

[a] Source: New Jersey Education Association.

[b] Source: Tables G-5, 6.

## Table 9

### New Jersey Public Institutions
### Ratios of Average Faculty Salaries
### (9-10 month contracts) for 1973, 1974, 1975, and 1976

| | Two-Year Colleges | State Colleges | Rutgers | NJIT | Ind. Colleges |
|---|---|---|---|---|---|
| **1973** | | | | | |
| Professor | 100 | 113 | 136 | 133 | 111 |
| Associate | 100 | 108 | 111 | 120 | 101 |
| Assistant | 100 | 103 | 104 | 120 | 98 |
| Instructor | 100 | 100 | 104 | 112 | 94 |
| **1974** | | | | | |
| Professor | 100 | 113 | 138 | 141 | 109 |
| Associate | 100 | 108 | 120 | 126 | 98 |
| Assistant | 100 | 103 | 106 | 127 | 95 |
| Instructor | 100 | 99 | 107 | 130 | 96 |
| **1975** | | | | | |
| Professor | 100 | 105 | 137 | 122 | 108 |
| Associate | 100 | 100 | 116 | 113 | 95 |
| Assistant | 100 | 95 | 102 | 109 | 92 |
| Instructor | 100 | 93 | 104 | 105 | 97 |
| **1976** | | | | | |
| Professor | 100 | 107 | 139 | 130 | 109 |
| Associate | 100 | 101 | 116 | 122 | 94 |
| Assistant | 100 | 96 | 101 | 118 | 92 |
| Instructor | 100 | 96 | 106 | 115 | 97 |

Source: Tables C-5, 6.

## Table 10

## Comparison of Increases in Average Two-Year College and School District Salaries, 1973 to 1975

| | 1973 | 1974 | % Incr. | 1975 | % Incr. | 1976 | % Incr. | Total % Incr. |
|---|---|---|---|---|---|---|---|---|
| Two-year Colleges | 13,000 | 14,002 | 7.7 | 15,364 | 9.7 | 16,291 | 5.7 | 20% |
| School Districts | 11,920 | 12,618 | 5.9 | 13,588 | 7.7 | 14,537 | 6.5 | 18% |

---

Source: Tables 9, C-5, 6 .

## Table 11

### Percentage Increase In Average Salary By Year and [illegible] N.J. Institutions of Higher Education

| | Instructor | | | | Assistant Professor | | | | Associate Professor | | | | Professor | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] |
| County Colleges | 6% | 8% | 3% | 16% | 7% | 9% | 6% | 19% | 5% | 9% | 6% | 18% | 6% | 7% | 4% | 16% |
| State Colleges | 5 | 2 | 7 | 12 | 7 | 1 | 6 | 13 | 6 | 1 | 6 | 12 | 6 | -1 | 7 | 11 |
| Rutgers | 9 | 6 | 5 | 18 | 9 | 5 | 5 | 16 | 13 | 6 | 5 | 21 | 8 | 6 | 6 | 17 |
| NJIT | 19 | -14 | 12 | 18 | 12 | -8 | 12 | 17 | 10 | -5 | 13 | 19 | 11 | -8 | 10 | 14 |
| Independent | 9 | 8 | 3 | 19 | 4 | 6 | 5 | 13 | 2 | 6 | 5 | 12 | 5 | 6 | 5 | 14 |

---

[a] Percent increase from 1973 to 1976

Source: N.J. Department of Higher Education compilation of HEGIS forms 40274 and 40273.

## Table 12

### Increase in Consumer Price Index

| School Year | New York<br>No. E. - N.J. | Philadelphia<br>So. W.- N.J. |
|---|---|---|
| 1972-73 | 5.2 | 4.9 |
| 1973-74 | 9.5 | 10.5 |
| 1974-75 | 9.3 | 10.4 |
| 1975-76 | 6.4 | 5.7 |
| | 30.4 | 31.5 |

---

Source: N.J.E.A. Research Div. based on Bureau of Labor Statistics .

## Table 13

## Comparison of New Jersey and Aggregate U.S. Salaries for 1974-75 by Type of Educational Institution

| | New Jersey | | | Aggregate U.S. | | |
|---|---|---|---|---|---|---|
| | Salary | Ratios | | Salary | Ratios | |
| Teachers | 11,920 | 100[a] | | 10,788 | 100[a] | |
| 2-Year | 13,947 | 117 | 100[b] | 14,731 | 137 | 100[b] |
| Other 4-Year | 17,165 | 144 | 123 | 15,634 | 145 | 106 |
| Universities | 18,779 | 158 | 135 | 17,080 | 158 | 116 |

---

[a] Teachers' salaries used as a base.

[b] 2-year salaries used as a base.

Source: Salary and Tenure of Instructional Faculty in Institutions of Higher Education, 1974-75, National Center for Educational Statistics, pp. 142-45. Teacher salaries are derived from NJEA Research Circular A6-60, September, 1976.

## Table 14

## Comparison of Pennsylvania and New Jersey Salaries, 1975-76, Two-Year Institutions

| | Pennsylvania | New Jersey |
|---|---|---|
| Professor | 18,061 | 22,218 |
| Associate | 15,718 | 18,290 |
| Assistant | 13,748 | 15,328 |
| Instructor | 11,221 | 12,621 |

## Table 15

### Average 1976-77 Salaries of Community College Faculties, Selected States

| State | (No. of Colleges Reporting) | Average Salary |
|---|---|---|
| California | (24) | 20,770 |
| Michigan | (12) | 18,613 |
| Maryland | ( 5) | 17,716 |
| New Jersey[b] | (16) | 16,466 |
| Illinois[a] | (49) | 16,134 |
| Washington | (27) | 16,008 |
| Oregon | ( 6) | 15,983 |
| Rhode Island | ( 1) | 15,414 |

---

Source: "A Study of Community College Faculty Salaries and Employer-Paid Insurance Benefits," State Board for Community College Education, Olympia, Washington, December, 1976.

[a] Illinois data are from "Faculty and Administrative Salaries in the Public Community Colleges of Illinois, 1976-77." Illinois Community College Board, January, 1977.

[b] New Jersey data are from Table C-4 excluding UCT.

## Table 16

### Faculty Salaries for 1974-75, Selected States

| | Two-Year | Four-Year Undergraduate | Other Graduate | Graduate |
|---|---|---|---|---|
| Pennsylvania | | | | |
| Professor | 20,100 | 21,591 | 24,605 | 27,358 |
| Associate | 16,620 | 16,843 | 20,030 | 20,072 |
| Assistant | 14,153 | 13,835 | 16,279 | 16,072 |
| Connecticut | | | | |
| Professor | --- | 21,350 | 22,991 | 29,800 |
| Associate | 17,812 | 17,350 | 18,682 | 19,500 |
| Assistant | 15,342 | 13,834 | 15,464 | 14,900 |
| Illinois | | | | |
| Professor | 22,875 | 19,827 | 22,700 | 26,475 |
| Associate | 19,117 | 16,060 | 18,050 | 19,763 |
| Assistant | 16,129 | 13,325 | 17,240 | 16,038 |
| Massachusetts | | | | |
| Professor | 20,300 | 21,239 | 23,450 | 28,472 |
| Associate | 16,150 | 16,675 | 18,420 | 20,358 |
| Assistant | 13,338 | 14,323 | 15,020 | 15,972 |
| New York | | | | |
| Professor | 27,190 | 22,792 | 27,410 | 30,259 |
| Associate | 21,979 | 18,260 | 21,419 | 21,936 |
| Assistant | 18,329 | 14,927 | 17,262 | 17,030 |

| | Two-Year Colleges | | State Colleges | Rutgers and NJIT |
|---|---|---|---|---|
| New Jersey | | | | |
| Professor | 20,754 | | 23,349 | 28,810 |
| Associate | 16,776 | | 18,170 | 20,376 |
| Assistant | 14,080 | | 14,491 | 15,191 |

---

Sources: Non-New Jersey data are from 1974-75 annual AAUP survey and include total compensation (averages 12 percent above salary). New Jersey data are from the Department of Higher Education and include salaries only.

## Table 17

### Annual AAUP Survey, 1974-75
### Ratios of Average Faculty Compensation, By State

| | Two-Year | Four-Year Undergraduate | Other Graduate | Graduate |
|---|---|---|---|---|
| **Arizona** (33%) | | | | |
| Professor | 100 | 84 | 110 | 129 |
| Associate | --- | --- | --- | --- |
| Assistant | --- | --- | --- | --- |
| **Connecticut** (71%) | | | | |
| Professor | --- | --- | --- | --- |
| Associate | 100 | 97 | 104 | 109 |
| Assistant | 100 | 90 | 101 | 97 |
| **Georgia** (21%) | | | | |
| Professor | 100 | 109 | 106 | 137 |
| Associate | 100 | 111 | 112 | 127 |
| Assistant | 100 | 105 | 105 | 122 |
| **Illinois** (13%) | | | | |
| Professor | 100 | 87 | 99 | 116 |
| Associate | 100 | 84 | 94 | 103 |
| Assistant | 100 | 83 | 107 | 99 |
| **Maryland** (74%) | | | | |
| Professor | 100 | 93 | 96 | 127 |
| Associate | 100 | 90 | 97 | 103 |
| Assistant | 100 | 91 | 96 | 105 |
| **Massachusetts** (23%) | | | | |
| Professor | 100 | 105 | 116 | 140 |
| Associate | 100 | 103 | 114 | 126 |
| Assistant | 100 | 107 | 113 | 120 |
| **New York** (42%) | | | | |
| Professor | 100 | 84 | 101 | 111 |
| Associate | 100 | 83 | 97 | 100 |
| Assistant | 100 | 81 | 94 | 93 |
| **Ohio** (44%) | | | | |
| Professor | 100 | 105 | 124 | 136 |
| Associate | 100 | 86 | 99 | 111 |
| Assistant | 100 | 92 | 106 | 111 |
| **Pennsylvania** (37%) | | | | |
| Professor | 100 | 107 | 122 | 136 |
| Associate | 100 | 101 | 121 | 121 |
| Assistant | 100 | 98 | 115 | 114 |
| **Texas** (15%) | | | | |
| Professor | 100 | 100 | 115 | 138 |
| Associate | 100 | 89 | 105 | 119 |
| Assistant | 100 | 89 | 107 | 116 |

---

Note: The numbers in parentheses are the rate of participation of that state in the survey. Source: *AAUP Bulletin*, August 1975, p. 126.

### Table 18

### Michigan Public Institutions

### Average Faculty Salary, 1975-76

| | Two-Year Colleges | Four-Year Colleges |
|---|---|---|
| Professor | 100 | 129 |
| Associate | 100 | 95 |
| Assistant | 100 | 96 |

---

Source: 1975-76 Fact Book on Higher Education in Michigan, Michigan Department of Education.

Table 19

Other Compensation Received By Faculty In New Jersey
Two-Year Colleges for 1976 (10-month faculty)

| | Mean Overload Or Additional Teaching Income During 10-Month Contract | | Mean Other Income Received For All 12 Months | | Totals For a Faculty Member At Mean in Both Categories | | % of Faculty Receiving Other Income (10-mo. Contracts) |
|---|---|---|---|---|---|---|---|
| | All Ranks | % of Base Salary | All Ranks | % of Base Salary | | | |
| A | $1,592 | 10.4% | $1,768 | 11.6% | 3,360 | 22% | 71% |
| B | $3,260 | 22.0% | $1,971 | 13.0% | 5,231 | 35% | 91% |
| C | $1,670 | 10.0% | $ 462 | 3.0% | 2,132 | 13% | 74% |
| D | $1,326 | 9.0% | $1,680 | 12.0% | 3,006 | 21% | 67% |
| E | ---- | ---- | ---- | ---- | 5,580 | --- | 56% |
| F | $1,240 | 8.0% | $1,604 | 10.0% | 2,844 | 18% | 82% |
| G | $2,400 | 19.8% | ---- | ---- | 2,400 | 19.8% | 8% |
| H | $1,639 | 11.0% | $1,457 | 10.0% | 3,096 | 21.0% | 40% |
| I | $1,041 | 7.0% | $1,696 | 11.0% | 2,737 | 18.0% | 89% |

Note: The parties requested that these data remain confidential. Therefore, letters are used to indicate each college.

## Table 20

## Average Adjunct Instructors Per Semester In New Jersey Community Colleges

| | Average No. of Adjuncts per Semester | | No. of Full-Time Faculty |
|---|---|---|---|
| | 1972-73 | 1976-77 | 1976 |
| Atlantic | 53 | 82 | 117 |
| Bergen | 116 | 259 | 212 |
| Brookdale | 155 est. | 200 est. | 76 |
| Burlington | | 101 | 78 |
| Cumberland | 6 | 18 | 54 |
| Gloucester | 47 | 80 | 74 |
| Middlesex | 260 | 278 | 196 |
| Morris | 92 | 170 | 184 |
| Ocean | | 110 | 85 |
| Passaic | | 86 | 31 |
| Somerset | | 120 | 77 |
| Union | 104 | 99 | 99 |

# Chapter Six
# Scope of Negotiations

## I. Purpose

The purposes of this section are to describe the developing scope of negotiations in the New Jersey community colleges and to place the New Jersey experience into a national context. The major questions posed were:

A. How have the New Jersey Public Employment Relations Commission and the New Jersey Court system shaped the scope of negotiations? How does this experience compare with other states?

B. What is the developing content of New Jersey agreements?

C. What are some of the determinants of the variations found?

D. How does the contract content compare with that in:

1. two-year colleges in other states?
2. other faculty agreements in New Jersey?

## II. Method

The data for New Jersey were derived from an analysis of contracts from all New Jersey institutions of higher education. Data from other states were derived from contracts and existing contract studies. All New Jersey higher education and public school decisions by PERC and the courts were reviewed. Higher education decisions nationally and existing studies of public school decisions in other states were reviewed as well.

## III. New Jersey Court and Public Employment Relations Commission Interpretations of the Scope of Negotiations

### A. The New Jersey bargaining statute

Neither the initial 1968 statute nor its 1974 amendments contained a specific definition of the scope of bargaining. The parties are required to negotiate in good faith with respect to grievances and conditions of employment. Employers must negotiate proposed new rules or modifications of existing rules governing working conditions before they are established. Limits to the scope of negotiations are provided by the part that the implementation of the bargaining statute cannot interfere with individual rights under civil service laws or regulations and by the part that the bargaining statute was not intended to repeal other statutes as indicated by the following language: "...nor shall any provision hereof annul or modify any statute or statutes of this state."

The 1974 amendments made what could be an important change in the above language by inserting the word "pension" before "statute," thus limiting its impact (Gross, 1976). Nonadversarial administrative procedures were also established by the 1974 amendments for determining scope of negotiations questions. The Public Employment Relations Commission, which has jurisdiction to make the scope determinations subject to appeal, breaks down issues according to their illegal, permissively negotiable, or negotiable status.

B. A comparison of negotiable issues in New Jersey with other states indicates a great degree of similarity. (See Academic Collective Bargaining Service, Special Report #25, January 1977 and Begin, 1977). This outcome is not particularly surprising given the reliance on NLRB precedent by many states, including the division of issues into mandatory, permissive, and illegal categories, and, in the case of permissive issues, the application of the "impact" test. The differences that occur between states are often the result of differing bargaining statutes or varying legislative treatment of specific issues. For example, in New Jersey, pensions, a negotiable issue in other jurisdictions, were declared nonnegotiable by amendments to the bargaining law. Most union security provisions are also not permitted in New Jersey by the constitution, while in some other states they can be negotiated. For a comparison among states of higher education scope decisions, see Exhibit 15 in appendix C.

C. Specific issues. A review of the decisions from PERC and the courts indicates that to date only one decision has dealt with a scope of negotiations question in a community college, the Burlington County College calendar decision, in which some issues of the calendar were found not to be negotiable. However, there are a number of other higher education decisions and public school decisions which have a direct impact on the community colleges. A list of the issues covered by these decisions follows:

1. Affirmative Action Plan - Permissive
2. Budget Preparation - Permissive
3. Calendar - adoption of calendar is permissive, number of days is mandatory

4. Change in Duties and Responsibilities-mandatory
5. Compensation-cancellation of an extra week of work, increments, alteration in payment of insurance premiums, and salary holdback are mandatory
6. Discontinuation of Programs, Reorganization-permissive
7. Duties-assignment to specific duties is permissive
8. Educational Incentive Program-mandatory
9. Educational Policy-teaching methods, course combination, curriculum, and course offerings are permissive
10. Equipment and Supplies-permissive
11. Evaluation Procedure-criteria are permissive, due process is mandatory
12. Facilities-parking facilities, lounges, keys, restrooms, and union access for administration purposes are mandatory, but expansion of facilities is permissive
13. Fair Dismissal Procedures-mandatory
14. Governance-procedures providing for union, faculty, or student participation in policy making or policy application are permissive
15. Hiring Qualifications-permissive
16. Holidays-mandatory
17. Hospitalization Insurance-mandatory
18. Hours-hours, change in scheduled hours, total teaching periods are mandatory. Number of hours per course per week is permissive.

19. Manpower Requirements-permissive
20. Nonrenewal (merit)-permissive
21. Outside Employment-mandatory
22. Personal Leave-mandatory
23. Posting of Vacancies-mandatory
24. Promotions-procedures are mandatory; criteria, including educational requirements, are permissive
25. Reduction in Force-procedures are mandatory, including selection procedures, notice and hearing procedures, re-employment procedures, severance pay, and other benefits; criteria are permissive
26. Safety-mandatory
27. Sick Leave-mandatory
28. Subcontracting-mandatory
29. Table of Organization (no. of employees in a given title)-permissive
30. Tenure-scope of tenure is mandatory, but some areas are illegal if in conflict with 18A. Tenure does not guarantee length of particular work year.
31. Transfers (involuntary)-permissive
32. Tutoring-mandatory
33. Union Security-illegal
34. Vacations-mandatory
35. Workload-mandatory

NOTE: The impact on terms and conditions of employment of management decisions in respect to permissive issues is mandatorily negotiable.

## IV. Content of New Jersey Higher Education Agreement: Overall Scope

A. The two-year contracts vary to a great degree in terms of overall contract penetration. As indicated in Table 1, points were assigned to indicate the extent of union penetration in several categories of contract provisions. (See Exhibit 16 in appendix D for specific content of categories). As noted in the table, there is a 100 percent variation in total points between the contracts with the highest and lowest penetrations.

B. In terms of overall penetration, the two-year colleges comprise three groups.

1. Relatively extensive contracts occur at three colleges.
2. A medium degree of contract content occurs at seven colleges.
3. Relatively low contract content has developed at six colleges.

C. In comparison with other New Jersey institutions, the high two-year college group is equivalent in contract penetration to the four-year private institutions which have been negotiating for approximately one-third of the time, and as a result are only in second or third contract periods. The middle group is comparable to the New Jersey State Colleges. The low group is comparable to the other four-year public institutions in New Jersey, Rutgers University, College of Medicine and Denistry, and New Jersey Institute of Technology.

D. Substantial variation occurs in the contract content by general issue categories.

1. The contracts were most specific about workload, grievance procedures, faculty personnel procedures (e.g., evaluation, promotion, and tenure procedures), and fringe benefits.
2. Some penetration has been made in the area of management rights, long range planning, union privileges, and general working conditions.
3. Little penetration has occurred in the area of educational policy, contractual policy-making mechanisms (e.g., committees or senate procedures) and institutional direction (e.g., budget preparation and selection of administrators.)

E. The highest and lowest penetration groups are most different in the following issue categories: grievance procedures (scope and final step), workload specifics, educational policy, long range planning, and general working conditions. Contract provisions in respect to fringes, union privileges, management rights, and faculty personnel procedures were least different.

F. Further analysis of the relationship of the scope of negotiations to other organizational and bargaining factors is presented in the chapter dealing with salary matters.

G. Comparison with other states.

1. A comparison of New Jersey with other states (New York, Michigan, Washington, Pennsylvania, Massachusetts, and Minnesota) in respect to selected contract areas: long-range planning, retrenchment, promotion, appointment, nonrenewal, tenure, and the assertion of management rights was prepared at the request of the project research staff by Chandler and Julius, 1976.
2. New Jersey ranked first (with New York a close second) in the extent to which the contracts had penetrated the areas studies (except management rights).
3. New Jersey ranked sixth (of seven) in terms of the strength of assertion of management rights in two-year college agreements. Washington was the lowest.

## V. Contract Content: Specific Issues

A. Detailed analysis of specific contract provisions, including comparisons with similar provisions from other states, were made of the following categories of provisions: The exhibits are found in appendix D.

1. General provisions (Exhibit 1)
2. Management rights and past practice clauses (Exhibit 2)
3. Educational policy (Exhibit 3)

4. Academic freedom (Exhibit 4)
5. Evaluation (Exhibit 5)
6. Workload (Exhibit 6)
7. Reduction in force (Exhibit 7)
8. Technology (Exhibit 8)
9. Health and welfare benefits (Exhibit 9)
10. Maternity leave (Exhibit 10)
11. Faculty tuition benefits (Exhibit 11)
12. Contractual union rights (Exhibit 12)
13. Grievance procedures (Exhibits 13 and 14).

Generalizations concerning the impact of the contracts on cost and management flexibility are drawn directly below. More detailed analysis of the categories described above, including comparisons with other states, can be found in the respective exhibits. The summaries of the contract provisions are based on the authors' interpretation of the contract language. Since an arbitration industry has emerged from the disagreements of the parties over contract interpretation, the authors of course can make no claim to have correctly interpreted the intent of the parties in all respects. The quality of the language was not systematically evaluated, although in a number of cases loose constructions were observed which would likely cause college administrations problems in arbitration. Some discussion of this issue takes place in the analysis of grievance procedure operation.

Finally, analysis of the scope of contracts does not necessarily represent the "real" scope of negotiations between parties. There may be policies arrived at in part through joint negotiations which are not included in the agreement, or policies not the product of joint negotiations may be incorporated in the agreement.

## B. Language and management flexibility

As previously noted, three institutions, one of them a private college, were classified as having negotiated on a wide range of issues, including a number which could be identified as "permissive" issues. Other two-year colleges have also negotiated "permissive" issues in certain areas.

1. Faculty personnel policy--The contractual areas which overlap the most with permissive issues deal with faculty personnel policy, for example, appointment and promotion provisions, reduction in force provisions, and evaluation provisions. Many procedural aspects of these provisions are mandatorily negotiable, but who does the evaluation and what criteria should be used are permissive areas. The two-year college experience

in New Jersey follows a national trend towards the inclusion in faculty contracts of faculty personnel procedures, including the permissive areas noted above.

2. Governance--Institution-wide governance procedures, an area of permissive negotiation, are not included in the two-year college contracts. Committees providing for union or faculty participation on certain issues are included in some contracts.

3. Educational policy--The contracts are almost devoid of detailed references to permissive areas such as curriculum development and course content.

4. Grievance Procedure--The trend among the county colleges in New Jersey is toward a narrower scope of grievance procedure. Fifty-six percent of the agreements allow grievances on contract terms only. This represents a shift since 1971-72 when 67 percent of the colleges included bylaws, policies, and/or practices in the grievance scope.

   With regard to the final step of the procedure, New Jersey appears to be behind the national trend towards binding arbitration.

5. Management Rights--As noted previously, the two-year college agreements in New Jersey, in comparison with six other states, ranked next to the bottom in terms of strength of assertion of management rights in the contract.

   Fourteen of the 16 county colleges (88%) have language in this area, which corresponds to 81% of the New York contracts for which data were available. Other states reviewed had 100% incidence of lanaguage in this area.

C. Cost factors

With the exception of salary and other compensation, the other cost items in the two-year college contracts were not found to be generally atypical of two-year colleges in other states, or of other public institutions in New Jersey.

1. Workload--The teaching loads at most of the two-year colleges are similar to two-year colleges in other states, and greater than the teaching load required at the state colleges (usually six hours more per academic year). Three institutions have developed workload formulas or a team teaching approach, but the impact of these innovations on workload and compensation was beyond the scope of this study.

2. Tuition Benefits--Like many two-year colleges in other states, the New Jersey colleges provide opportunities for coursework both at the home institution and elsewhere. Families often are provided courses at the home institutions subject to limitations. Similar benefits are available for the state college faculty working on terminal degrees.

3. Union Rights--Most union privileges contractually agreed upon have a cost impact on a college. Yet, granting the union use of facilities, bulletin boards, campus mail, and providing information has been found to be accepted practice in the states studied and in New Jersey. If any conclusion can be drawn, it is that New Jersey's county colleges have granted fewer privileges to its unions than have the five other states we examined.

   Released time, for example, has been gained at eight colleges. Four have load reductions for a union designee including the case of Camden where the reduction means a concurrent salary reduction. Additionally, four colleges give released time to union designees who participate in negotiations, grievances, or other mutually arranged meetings. Comparison with New York reveals a similarity of incidence and content of this practice.

The other public institutions in New Jersey also make various arrangements for relieving union officials of some of their normal duties. The state colleges, for example, provide for up to an eight-hour load reduction annually for one representative from each campus. At Rutgers University a teaching assistant is provided to the union president.

4. Insurance and Benefits--There appear to be no major cost differences in this area. Pensions are statutorily provided and are the same programs available to other public colleges and universitites. Moreover, pensions are not legally negotiable. Most colleges provide the New Jersey State Health Benefits Program, the same program provided to other institutions. Two colleges do provide paid dental programs which are not available to other public higher institutions. But only two colleges provide prescription plans, a program available to all other public higher education institutions.

5. Leave Policies--All but two colleges are at the statutory minimum of ten days sick leave. Most

two-year colleges provide sabbaticals, with limits, as do other public institutions in New Jersey. Other leave provisions are generally typical.

## Table 1
## Content of New Jersey Higher Education Contracts*

| | Grievance Procedure | Faculty Personnel Procedures ** | Management Rights ** | Institutional Direction** | Long-Range** Planning | Union Provisions | Working Conditions | Educational Policy | Fringes | Workload | Governance Procedures | Total | Rank | Total Contracts |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Atlantic | 4 | 3 | 5 | 1 | 3 | 2 | 1 | 1 | 3 | 5 | 0 | 28 | 6 | 6 |
| Bergen | 1 | 4 | 4 | 0 | 1 | 2 | 0 | 1 | 3 | 4 | 0 | 20 | 10 | 5 |
| Brookdale | 3 | 3 | 2 | 0 | 3 | 2 | 0 | 1 | 2 | 1 | 0 | 17 | 11 | 3 |
| Burlington | 2 | 3 | 4 | 0 | 1 | 2 | 2 | 2 | 4 | 3 | 0 | 23 | 8 | 4 |
| Camden | 5 | 4 | 3 | 5 | 3 | 3 | 4 | 4 | 4 | 5 | 0 | 40 | 1 | 5 |
| Cumberland | 1 | 3 | 2 | 0 | 2 | 2 | 4 | 2 | 3 | 1 | 0 | 20 | 10 | 5 |
| Essex | 5 | 4 | 3 | 0 | 1 | 3 | 4 | 2 | 4 | 5 | 0 | 31 | 4 | 4 |
| Gloucester | 5 | 3 | 5 | 1 | 2 | 3 | 2 | 2 | 3 | 4 | 0 | 30 | 5 | 5 |
| Middlesex | 4 | 4 | 3 | 0 | 2 | 3 | 3 | 2 | 3 | 3 | 0 | 27 | 7 | 4 |
| Mercer | 5 | 3 | 5 | 1 | 3 | 3 | 4 | 3 | 4 | 5 | 0 | 36 | 3 | 6 |
| Morris | 4 | 4 | 3 | 0 | 2 | 2 | 2 | 1 | 2 | 1 | 0 | 21 | 9 | 1 |
| Ocean | 4 | 3 | 4 | 1 | 2 | 2 | 2 | 2 | 3 | 4 | 0 | 27 | 7 | 5 |
| Passaic | 2 | 3 | 3 | 0 | 1 | 1 | 0 | 1 | 2 | 3 | 0 | 16 | 12 | 3 |
| Salem | 4 | 3 | 2 | 0 | 2 | 1 | 1 | 2 | 3 | 2 | 0 | 20 | -- | 1 |
| Somerset | 4 | 3 | 4 | 1 | 3 | 2 | 2 | 1 | 4 | 4 | 0 | 28 | 6 | 5 |
| Union | 4 | 5 | 3 | 3 | 4 | 3 | 3 | 3 | 2 | 4 | 5 | 39 | 2 | 1 |
| Average | 3.54 | 3.43 | 3.43 | 0.87 | 2.18 | 2.34 | 2.20 | 1.87 | 3.06 | 3.60 | .31 | 27 | | 63 |
| Ranking | 2 | 3 | 2 | 8 | 6 | 5 | 6 | 7 | 4 | 1 | 9 | | | |
| State Colleges | 4 | 2 | 3 | 4 | 2 | 4 | 3 | 2 | 1 | 2 | 0 | 27 | | |
| NJIT | 4 | 4 | 3 | 0 | 3 | 2 | 1 | 1 | 1 | 0 | 2 | 21 | | |
| CMDNJ | 1 | 1 | 4 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 9 | | |
| Rutgers | 2 | 1 | 4 | 0 | 1 | 3 | 0 | 1 | 1 | 1 | 0 | 13 | | |
| Rider | 4 | 4 | 3 | 1 | 2 | 4 | 4 | 1 | 2 | 3 | 5 | 33 | | |
| Monmouth | 4 | 5 | 2 | 0 | 2 | 1 | 1 | 2 | 2 | 5 | 0 | 24 | | |
| Fairleigh Dickinson | 5 | 4 | 2 | 5 | 4 | 3 | 2 | 2 | 3 | 4 | 5 | 39 | | |

*Point values from 0 to 5 were assigned to contract provisions, with the lowest point values indicating that management has agreed to only limited language in the identified areas, and the higher point values indicating the strong language from the unions' perspectives. For example, a score of "5" in the management rights category indicates limited language in the contract dealing with management rights. Exhibit 16 details the contract provisions included in the general area.

**Values obtained from Chandler and Julius, 1976

## Chapter Seven
## Governance and Collective Bargaining

### I. Purpose

The purposes of this section are to describe 1) the nature of faculty participation in college decision making through structure and processes other than collective bargaining, and 2) the relationship of these other forms to the collective bargaining process. The major questions posed were:

A. What is the extent of traditional governance in the two-year colleges?

B. What are the forms of the governance mechanisms where they exist?

C. How have collective bargaining and traditional governance been accommodated?

D. How does the New Jersey experience compare with other states?

### II. Method

The data for New Jersey were developed primarily from interviews with faculty union and governance officers and administrators at each institution. Limited document analysis was also accomplished. Some data were obtained from all 16 colleges, but most of the generalizations derived from more extensive review of the experience of 8 colleges (Atlantic, Bergen, Brookdale, Burlington, Mercer, Middlesex, Ocean, and Somerset).

## III. Incidence and Form of Governance

A. The fact that the beginning of the two-year colleges coincided very closely with the legislation enabling collective bargaining meant that there were no long traditions developed for faculty participation in decision-making prior to the onset of collective bargaining. In fact, most traditional forms of faculty participation emerged after bargaining began.

1. Despite this lack of history, 9 of the 16 colleges have developed representative forms of faculty participation outside of bargaining. Four colleges have committee structures and two have no governance outside the contract, although one college is now developing a representative system. The data for one college are incomplete (See Table 1).
2. Eight of the nine colleges where there is a representative body involved in decision-making select representatives from faculty, administrators, and students. At the ninth college membership includes the faculty and administrators.
3. In three of the four colleges where faculty involvement is primarily through a committee structure, the procedure by which faculty are appointed has been negotiated. In one of these, the faculty association has the right to appoint a member to each of the standing committees of the college.
4. In all colleges where there is a representative body, this body's decisions (recommendations) go to the president who in turn submits his own recommendations to the board of trustees on issues requiring board approval.

5. In several of the colleges the representative body can override a presidential veto and make a presentation of their position to the board of trustees at the same time as the president.

IV. The Evolution of Traditional Governance and Bargaining

A. The evolving relationships between traditional governance mechanisms and collective bargaining can best be characterized as interdependent and unstable.

1. Only 4 of the 16 colleges have not changed the mode of faculty participation outside of collective bargaining. Two of these maintain a committee structure only, and one has no involvement other than the committees negotiated in the contract.

2. In at least three institutions, traditional governance mechanisms have gone out of existence, in all cases because of perceived jurisdictional conflicts with the collective bargaining process. In two of these institutions representative bodies have been reinstated and continue to operate. In the other, the dissolution of a representative system is part of the faculty's current dissatisfaction with the administration.

3. This instability in the relationship between the more traditional modes of faculty participation and collective bargaining developed due to uncertainty over the respective jurisdictions of the two modes of faculty participation. Over time the

boundaries between the two mechanisms have been evolving, aided the past two years by changes in the bargaining legislation and the subsequent PERC decisions on scope delineating mandatory, permissive, and illegal subjects of bargaining. There is some evidence, however, that faculty interest in traditional governance tends to wane, perhaps as bargaining begins to deal to a greater extent with issues of greatest interest to faculty. But the evidence is too sparse and the experience under bargaining too brief to draw definite conclusions.

4. Generally speaking, faculty personnel procedures, salaries and benefits are dealt with in bargaining, while input on educational policy issues occurs through assemblies, committees or informally. (See Scope of Negotiations chapter and Appendix D).

B. In most instances the accommodations between bargaining and governance have evolved out of active administration and bargaining agent efforts to preserve an alternate forum for faculty participation. The research indicates that despite the presence of collective bargaining, there appears to be a felt need by the unions, faculty, and administrators for a body which provides for broad faculty participation on issues not dealt with in negotiations.

C. Where the bargaining relationship is more in the direction of problem-solving and not in the direction of hostility, there is greater likelihood of a viable mode for decision-making outside the bargaining relationship. The problem-solving approach involving a greater degree of trust enables faculty and administrators to work cooperatively rather than competitively with these other decision-making bodies.

D. Dual union participation in both collective bargaining and governance fora generally has contributed to the stability of traditional senates where the bargaining relationship is otherwise good. Apparently, dual union participation provides the union some assurance that the bargaining relationship will not be undermined. And as long as the unions do not assume militant stances in the governance mechanisms, the administrations are willing to continue consulting the membership of the governance mechanism. The relationships between governance, collective bargaining, and administrators appear to be delicate. Only the long run will determine their stability.

E. At those institutions where the governance system is operating most effectively, the overall scope of the contract tends to be below the average of those institutions in which there are nonexistent or more ineffective systems of governance in operation.

## V. Experience in Other States

A. In a study of Pennsylvania two-year public colleges, Gershenfeld and Mortimer (1975, p. 159) found that:

> Senates have either been dissolved or weakened as a result of collective bargaining. There continues to be interest in the development of governance mechanisms to deal with issues which are not part of bargaining. Three of the colleges have set up

> elaborate contractually based governance mechanisms as a surrogate for a senate. Other institutions have established or plan to establish an extra contractual committee structure. Still other colleges have limited effective faculty participation to the agreement. Overall, there is clearly some desire present to provide governance forums independent of collective bargaining.

B. George W. Angell (1971, pp. 42-44), in a study of 22 upstate two-year colleges in New York found as follows:

> Three presidents talked about a faculty union "taking over" or simply abolishing the traditional faculty senate, another talked about the union using the senate as a device for achieving those ends not accomplished at the negotiations table. Another discussed how the union took over the senate, abolished all administrative representatives to the senate and proceeded on a unilateral basis.
>
> At least seven presidents talked about how collective negotiations had slowed decision making to a complex, halting procedure.

C. Generally speaking, the experience and evidence on bargaining-governance interactions is too limited to draw definite conclusions. Nevertheless, the Pennsylvania and New Jersey experiences under several years of bargaining would indicate that after substantial initial tension between the alternate modes of faculty participation, subsequent efforts are made to accomodate bargaining with other mechanisms for faculty input in widely varying ways at different institutions. The New York data were collected very early in the bargaining process and it would be very interesting to return to the colleges to see what has transpired in the governance-bargaining interaction in that state.

## VI. Future Research

While the research reported here identified important trends in the accommodation of bargaining and governance, a complete understanding of the dynamics of the interaction requires additional indepth interviews and document analysis (governance minutes and related correspondence). A complete analysis also would include an issue orientation, that is, what is the locus of decision making on various issues.

Table 1
Governance at N.J. Community Colleges

| Colleges | Year Opened | Year Bargaining Agent Formed | Governance System | Membership | Coordination Between Governance and Bargaining | Decision Areas Negotiated into Contract (committees) |
|---|---|---|---|---|---|---|
| Atlantic | 1966 | 1968 | Fac. Assembly 1971 | Full time fac.,counselors, librarians,and administrators | Meetings between fac. assn. leadership and fac.assembly execu. committee | Evaluation Appeals Committee (promotion, retention); sabbatical leave; calendar |
| Bergen | 1968 | 1968 | Fac. Senate 1968-currently revising constitution | Full time fac., administrators up to and including Deans | Achieved by overlap in officers | Promotion; calendar |
| Brookdale | 1969 | 1971 | College Assembly 1971-dissolved by current President 1975. Part of current fac. dissatisfaction with Pres. | College Assembly-fac., students, adm., supporting staff | College Assembly had College judiciary set up to determine jurisdiction-not effective | Promotion; sabbatical leave |
| Burlington | 1969 | 1970 | 1969-Fac. Senate, fac. voted to exclude Adm. Dissolved 1972. All college council formed in 1974 | Fac. Senate-fac. only. All college council 4 each. Students, fac., adm., supporting staff | Source of difficulty at an early stage | Evaluation; sabbatical leave |
| Camden | 1967 | 1968 | College committees only. Nature and membership consistently part of contract negotiations | ----- | ----- | Promotion; sabbatical leave; calendar; dept. meetings; dept. heads; committee appointment. |
| Cumberland | 1966 | 1970 | College committees only | ----- | ----- | Sabbatical leave; calendar; committee appointment. |
| Essex | 1968 | 1968 | No involvement other than committees negotiated in contract & advisory member meeting with B of T | ----- | ----- | Promotion; curriculum; representation on Board of Trustees |

### Table 1 (continued)
### Governance at N.J. Community Colleges

| Colleges | Year Opened | Year Bargaining Agent Formed | Governance System | Membership | Coordination Between Governance and Bargaining | Decision Areas Negotiated into Contract (committees) |
|---|---|---|---|---|---|---|
| Gloucester | 1968 | 1968 | College Senate-1975 | All aspects of college community | ----- | Promotion;calendar; overload compensation |
| Mercer | 1967 | 1970 | Fac. Senate revised constitution to include adm. & students, 1971 | Fac., adm., and students | Source of difficulty-not coordinated | Promotion; tenure; retention |
| Middlesex | 1966 | 1968 | Senate-disbanded 1972. Division councils and College Assembly, 1974 | Fac., adm., and students | Jurisdiction stated in contract-source of conflict still | Promotion; sabbatical leave; calendar; decisions on use of audio and/or video tape |
| Morris | 1968 | 1974 | College council and standing committees | Fac., adm., and students Fac. Assoc. | Fac. Assn. appoints a member to each standing committee and to the all College Council | Sabbatical leave; committee appointments |
| Ocean | 1966 | 1968 | College Assembly, 1973 | Fac. and Adm. initially later students included | Informal liaison between leaders of fac. assn. and college assembly | Sabbatical leave; calendar; fac. handbook; college patent and copyright |
| Passaic | 1971 | 1971 | No involvement in governance with initial educational system. Currently organizing governance system | ----- | ----- | ----- |
| Salem | 1972 | 1975 | Advisory committees only | ----- | ----- | Evaluation; promotion |

Table 1 (continued)
Governance at N.J. Community Colleges

| Colleges | Year Opened | Year Bargaining Agent Formed | Governance System | Membership | Coordination Between Governance and Bargaining | Decision Areas Negotiated into Contract (committees) |
|---|---|---|---|---|---|---|
| Somerset | 1968 | 1971 | College Senate, 1971 | Fac., adm., and students | Informal liaison between fac. assn. leadership & college assembly leadership. Still some jurisdictional disputes, ie, evaluation | Evaluation; promotion; sabbatical leave |
| Union | 1969* | 1974 | Extensive governance section in contract, Art. XIX-Powers and Organization of the Faculty and XX-Departments | ----- | ----- | All committees and fac. input through committees negotiated in contract |

* The year in which Union College, a private college, became the college through which Union County offered two-year education to its inhabitants.

# Chapter Eight
# Contract Administration

## I. Purpose

The purpose of this section is to present the findings of a preliminary analysis of the operation of the grievance process in selected New Jersey two-year colleges. The major questions posed were:

A. What kinds of grievance procedures are evolving in the two-year colleges?

B. How many grievances have been filed? How many arbitration awards have there been?

C. What kind of issues are being grieved and arbitrated?

D. What are some of the determinants of the rate of usage and the types of issues?

E. What have been some of the consequences of the operation of the grievance process?

F. How do the experiences in the New Jersey two-year institutions compare with other institutions of higher education?

## II. Method

The data for New Jersey were derived from interviews with union and administration officials conducted over a period of three years at 12 of the two-year colleges. A brief questionnaire was used to obtain additional information from college administrators. Most of the arbitration awards were also analyzed. Comparative information from the remaining four institutions was obtained by telephone.

## III. Grievance and Arbitration Rate

A. Rate of usage--As indicated in Table 1, the grievance and arbitration rate at the two-year institutions has not been high. Only one institution studied had a substantial number of grievance and arbitration cases. Four other colleges had 25 or more grievances but the history of the bargaining relationships spanned eight or nine years.

B. Determinants of usage--Since the number of grievances at most institutions has been low, there is not much variation across the two-year colleges. But some tentative conclusions are possible:

1. The age of the bargaining relationship had little effect on the usage of the grievance process.
2. The generally low rates are due in part to reliance on internal resolution of grievances, often at the informal state. The smaller size of the two-year colleges likely facilitated this pattern of resolution.
3. Limitations in some of the contracts on the scope of the grievance and/or arbitration process have also contributed to the lower rates of usage. For example in some agreements, appointment, promotion, tenure,and workload issues are not grievable or arbitrable. The limit on the arbitrator's authority to deal with these issues is the most common restriction. (See Table 14 in Appendix D

4. At the institution with the highest grievance rate, the contract is one of the most comprehensive. But, more importantly, the bargaining relationship has always tended to be contentious, including one strike. At the other institutions with higher usage, the rates also reflected more generalized faculty-administration tensions. In comparison, wide variations in the grievance rate at the state colleges (all are covered by the same statewide agreement) often have tended to reflect faculty-administration relationships at individual institutions. The low grievance rate at Rutgers University similarly reflects a stable faculty-administration relationship.

C. Data from Pennsylvania two-year colleges on the number of arbitration cases over a five-year period also indicate a low rate of activity. (See Table 2).

## IV. Type of Issues

A. The most frequent issues grieved, as noted by Table 1, derive from the operation of the appointment, promotion, and tenure procedures and related evaluation procedures. Workload, including related compensation problems, and teaching assignments were also important sources of grievances in the two-year colleges. Benewitz and Mannix analyzed early arbitration awards in higher education and found a similar pattern of issues (Benewitz, 1973, p. 153; Mannix, 1974, p. 29).

B. At other public institutions in New Jersey grievances related to appointment, promotion, and tenure are dominant. At the New Jersey state colleges, they comprised three-quarters of the first 33 percent arbitration awards (Begin and Storholm, 1976). At Rutgers University they comprise 95 percent of the grievances and at the state colleges they comprise 75 percent (Begin, 1976). The generally more extensive coverage of the two-year colleges likely accounts for the wider range of issues. For example, the Rutgers contract does not delve into workload or overload issues, a major source of grievances in the two-year colleges. The emphasis of two-year colleges on vocational education also is reflected in the type of grievances. For example, grievances over the equivalency of business experience and academic credit for promotion purposes occurred at several institutions.

V. Consequences of Grievance Procedures

A. Rationalization of policy--The interviews produced a general conclusion that the grievance process is contributing to a regularization and formalization of institutional policies, particularly in the faculty personnel and workload areas. Further research is needed in this area.

B. Internal authority relations--Interviews pointed out potential problems with internal authority relationships which need further examination. Faculty-department chairperson relationships have been strained at some institutions, as have faculty-dean relationships. Strains have also been reported between the professional labor and personnel staffs and the academic affairs administrators, with the latter group sometimes feeling left out of contract administration processes. A difference between the two- and four-year colleges likely explaining the higher degree of tension in the two-year colleges is the varying source of the grievances. In the four-year institutions, grievances are often against departmental peers. But in the two-year colleges the grievances are against the administration, for example, department chairpersons who are not in the unit, and deans. At the two-year colleges, as well, the department chairpersons and deans have a more dominant role in faculty personnel decisions.

C. External authority relationships--At least one case illustrated the complexity of the interaction of collective bargaining and diffused decision-making power in the New Jersey higher education context. Briefly, when the Board of Higher Education requested that colleges develop ten-year tenure plans, the union at one institution grieved on the basis that the DHE policy violated an existing contract with the local college. The college lost in arbitration but eventually won a court case in which DHE participated. But the full story of the relationship of bargaining and management authority relationships remains to be written. PERC has decided that once a public employer has negotiated permissive issues, then these issues are arbitrable if otherwise permitted by the contract. But what if DHE or OER feels that certain issues, mandatory or permissive, are under their jurisdictions? If nothing else, collective bargaining is highlighting and reinforcing authority problems in community college-state relationships.

D. Management rights--To date, problems have been minimized in the educational policy area since contracts do not deal in a major way with these issues. At one campus, however, the administration felt that its ability to innovate with teaching methods was potentially limited by the contract.

An analysis of the contracts identified some general or poorly written language which would likely create problems in arbitration. However, the language is not crucial unless it is successfully challenged by the unions through the grievance process. The low grievance rate, the arbitration win rate (over two-thirds of the cases were won by the colleges), and the few problems to date with the language in arbitration combine to produce a finding that the colleges have not been at a serious disadvantage with the language. Moreover, in comparison with many school districts, the language problems are not severe.

Further research in respect to the impact of the grievance process on management rights is needed.

## Table 1

## Grievance Experience in Selected Two-Year Colleges in New Jersey

| | No. of Formal Grievances | No. of Arbitration cases | Issues |
|---|---|---|---|
| Atlantic (11/76)[a] | 11 | 2 | Appointment/promotion/evaluation (4)<br>Letter of reprimand<br>Class assignment<br>Position posting<br>Deparment chairperson performance<br>Personnel file<br>Class size<br>Attendance at meetings |
| Burlington ( 9/76) | 6 | 1 | Appointment/promotion/evaluation (4)<br>Tuition reimbursement<br>Class assignment |
| Gloucester ( 6/76) | 7 | 1 | Appointment/promotion/evaluation<br>Workload (2)<br>Personnel file<br>Tuition reimbursement<br>Calendar<br>Teaching assignment (summer school) |
| Middlesex (5/77) | 100 (approx.) | 30 (approx.) | Appointment/promotion/evaluation<br>Workload/compensation<br>Scheduling<br>Use of adjunct faculty<br>Attendance roster<br>Salary |
| Ocean ( 2/77) | 11 | 0 | Work schedule<br>Seniority rights<br>Merit awards<br>Tuition waiver<br>Time clocks |
| Passaic ( 4/77) | 1 | 1 | Application of instructional mode |

---

[a] Date in parentheses indicates the date on which data were collected.

## Table 1 (con't)

## Grievance Experience in Selected Two-Year Colleges in New Jersey

| | No. of Formal Grievances | No. of Arbitration cases | Issues |
|---|---|---|---|
| Somerset (2/76) | 8 | 5 | Appointment/promotion/evaluation<br>Workload (5)<br>Tuition<br>Vacation |
| Bergen (5/76) | 5 | 0 | Appointment/promotion/evaluation(3)<br>Workload/compensation<br>Class size |
| Morris (4/77) | 13 | 4 | Appointment/promotion/evaluation(7)<br>Workload<br>Guide placement (4)<br>Union business |
| Union (4/77) | 6 | 0 | Appointment/promotion/evaluation(2)<br>Overload<br>Parking |
| Brookdale (3/77) | 40 | 5 | Appointment/promotion/evaluation (most)<br>Workload<br>Scheduling |
| Mercer (6/76) | 12 | 2 | Appointment/promotion/evaluation<br>Teaching assistants (2)<br>Travel reimbursement<br>Calendar<br>Teaching assignment (summer school) |

## Table 1 (con't)

## Grievance Experience in Selected Two-Year Colleges in New Jersey

| | No. of Formal Grievances | No. of Arbitration Cases | Issues |
|---|---|---|---|
| Essex | 51 | 0 | No data |
| Salem | 0 | 0 | No data |
| Camden | 25 | 4 | No data |
| Cumberland | 45 | No arbitration | No data |

## TABLE 2

## CONTRACT ADMINISTRATION AND GOVERNANCE IN PENNSYLVANIA COMMUNITY COLLEGES DURING 1970-75

| COLLEGE | GRIEVANCE DEFINITION | NUMBER OF ARBITRATIONS | SENATE--AFTER BARGAINING | DETAILED GOVERNANCE PROCEDURES IN AGREEMENT | ACTIVE STUDENT CONCERN WITH BARGAINING |
|---|---|---|---|---|---|
| Bucks County Community College | Broad | 2 | Inactive | Yes | No |
| Community College of Allegheny County | Narrow | 3 | Dissolved | Yes | Yes |
| Community College of Beaver County | Broad | 4 | Dissolved | No | No |
| Community College of Philadelphia | Broad | 10 | Dissolved | Yes | Yes |
| Lehigh County Community College | Broad | 4[a] | Inactive | No | No |
| Luzerne County Community College | Broad | 1 | Weakened | No | No |
| Reading Area Community College | Narrow | 0 | Dissolved | No | No |
| Westmoreland County Community College | Narrow | 0 | Dissolved | No | No |
| Williamsport Area Community College | Narrow | 3 | Weakened | No | Some |

[a] Four cases had been scheduled for arbitration but were settled by the parties prior to arbitration or issuance of award.

Source: Faculty Collective Bargaining Activity in Pennsylvania: The First Five Years (1970-1975). Walter Gershenfeld, Kenneth R. Mortimer, A Joint Project, The Center for Labor and Manpower Studies, Temple University, and Center for the Study of Higher Education, The Pennsylvania State University, April 1976.

# Chapter Nine
# Use of Impasse Procedures And

# Job Actions

## I. Use of Impasse Procedures

A. New Jersey Collective Bargaining law provides for a two-step, mediation and factfinding impasse process.

B. Over a nine-year period,the 16 public, two-year institutions have negotiated 62 basic or amended contracts.

C. Mediation was used 28 times, or in 45 percent of the negotiations. Factfinding was used 12 times, or in 19 percent of the negotiations.

D. One public college never used mediation or factfinding. Three colleges used mediation or mediation and factfinding in every negotiation, but two of these colleges have negotiated only one contract. Eight colleges have never used factfinding.

E. The use of impasse procedures by the public colleges is higher than that of elementary and secondary school districts, but the smaller number of community colleges makes it difficult to draw conclusions from such comparisons. In a period from 1969-70 to 1973-74, 31 percent of a large sample of school districts used mediation and 10 percent used factfinding (Manney 1976, p. 67).

## II. Job Actions

A. There have been four job actions in the public two-year colleges over the nine-year negotiating history.

B. Job actions occurred in about six percent of the negotiations. In comparison, New Jersey teachers job actions occurred one percent of the time in a large sample of districts (Manney, 1976, p. 67). Nationally, 40 two-year college job actions occurred in the decade from 1966 to 1975 (Aussieker, 1976, p. 32-3). New Jersey had seven and one-half percent of the job actions and five percent of the unionized institutions.

C. The job actions occured in 1972, 1973, 1975, and 1977 at four different colleges. All job actions were well supported by the faculty.

D. The job actions lasted 3 days, 2 days, and 11 days, an average of 5.3 days. This figure is less than half of the national average (Aussieker, 1976, p. 35). The fourth job action involved faculty discontinuance of classes in order to hold symposia, and classes ended before the resolution of the dispute.

E. Salary issues were common to all four job actions. Workload issues were common to two job actions. Other issues varied by job action.

F. The American Federation of Teachers was the bargaining agent in three of the four institutions; NJEA is the bargaining agent in the fourth institution. The AFT has been the bargaining agent in one institution from the beginning of faculty bargaining at that institution. In the two other institutions where AFT is the bargaining agent, they had replaced agents loosely affiliated with the New Jersey Education Association. These turnovers reflected general faculty-administration tensions, and represented faculty attempts to achieve a stronger leverage in negotiating relationships. The administrations felt that the job actions to some extent reflected the need of the new organizations to prove themselves. The New Jersey Education Association has been the bargaining agent at the fourth institution since the beginning of the faculty's move for a formal bargaining relationship with the school.

G. In two instances, the administrations got court orders to restrain the job actions, which are illegal for public employees in New Jersey. In a third instance, the administration did not take such action since it viewed the faculty/student symposia as meeting the essential educational purposes of the college.

The vast majority of the college and university job actions in this country are illegal under state statutes or constitutions. However, administrations rarely take further action against the faculty as exemplified in the four, two-year college job actions In New Jersey.

III. On balance, the job actions in the New Jersey two-year colleges have not had a substantial impact on the educational process or the community due to the relatively few faculty-days lost during the job actions.

# Chapter Ten
# Faculty Satisfaction With Work Situation

## I. Purpose

The purpose of this section is to describe faculty satisfaction patterns in New Jersey institutions of higher education. The major questions posed were:

A. What do two-year college faculties feel about various dimensions of their work situation?

B. How does faculty satisfaction vary across New Jersey institutions of higher education?

C. What is the relationship of faculty satisfaction to selected bargaining outcomes?

## II. Method

A questionnaire survey of 8 New Jersey two-year colleges and 11 four-year institutions in 1973 provided insights into faculty attitudes about their working situations. The two-year colleges in the sample were picked to represent a wide range of conditions at the 16 colleges.

III. Of the 17 dimensions of satisfaction measured, over half the two-year college faculty responding were satisfied or very satisfied on 9 of the dimensions. (See Table 1). In comparison, the state colleges had a similar pattern on six dimensions, Rutgers University on five, and CMDNJ and NJIT on seven. So two-year college faculty respondents generally were more satisfied.*

---

* Drawing conclusions from satisfaction comparisons among different kinds of institutions from a single state is difficult at best, since variables which may contribute to satisfaction differences cannot be controlled adequately in the analysis.

A. The nine issues where over half of the respondents in the two-year colleges were satisfied or very satisfied were, in descending order:

1. Personal relationships with dept. colleagues
2. Parking facilities and fees
3. Academic freedom
4. Office and classroom facilities
5. Relation between faculty and dept. chairman
6. Faculty participation in dept. curriculum decisions
7. Course assignments and scheduling
8. Relationship between faculty and deans
9. Appointment and reappointment procedures

B. The eight issues where over half were either neutral, dissatisfied, or very dissatisfied were, in descending order:

1. Complaint or grievance procedures
2. Salary
3. Relationship between faculty and admin. above dean
4. Faculty participation in institution-wide policy decisions
5. Relation between faculty and local governing board
6. Funds and opportunities for research, travel and sabbaticals
7. Promotion and tenure procedures
8. Operation of DHE in relation to your institution

IV. The difference between the community colleges on the responses to specific dimensions were greater than the differences between the state colleges (see standard deviations). Therefore, it is more difficult to treat then as a group.

A. The greatest differences occurred for the following dimensions:

1. Relationship between faculty and deans
2. Faculty participation in institution-wide policy decisions
3. Complaint or grievance procedures
4. Salary
5. Funds and opportunities for research, travel and sabbaticals
6. Appointment and promotion procedures

B. The greatest agreement occurred for the following dimensions:

1. Personal relationships with colleagues
2. Promotion and tenure procedures
3. Academic freedom
4. Faculty participation in departmental curriculum decisions
5. Relationship between faculty and department chairman.

V. Comparisons Between Public Institutions on Rankings

A. In comparison with other institutions, the two-year colleges had less difficulty with parking and grievance procedures. Their ranking in respect to faculty relationships with the central administration were better than Rutgers University and CMDNJ.

B. The two-year colleges had more difficulty with respect to promotion and tenure procedures, course assignment and scheduling and, except for the state colleges, salary.

C. The institutions were in most agreement on:

1. Faculty participation in institution-wide policy decisions (low ranking)
2. Operation of DHE in relation to your institution (low ranking)
3. Academic freedom (high reanking)
4. Personal relationships with department colleagues (high ranking)
5. Relation between faculty and department chairman (high ranking)
6. Appointment and reappointment procedure (medium ranking)
7. Faculty relationship with governing board, except NJIT (low ranking)
8. Funds for research, travel,and sabbaticals, except NJIT (low ranking)

## VI. Relationship of Satisfaction to Bargaining Outcomes in the Two-Year Colleges

A. Since only eight of the two-year colleges were surveyed, only tentative conclusions can be drawn concerning the relationships between satisfaction and bargaining outcomes.

B. The colleges observed by the researchers as having the most effective governance processes also had the faculty most satisified with the level of participation in governance (as measured by the questionnaire). These institutions also tended to have the least extensive contracts and higher salaries.

C. A correlation analysis indicated an inverse relationship between salary satisfaction and the 1974 average college salaries. In other words, contract language does not appear to be a substitute for salary satisfaction.

## Key to Tables 1, 2 and 3

## Faculty Satisfaction With:

| | |
|---|---|
| A | Appointment and reappointment procedures |
| B | Relation between faculty and department chairman |
| C | Promotion and tenure procedures |
| D | Relation between faculty and local governing board |
| E | Faculty participation in department curriculum decisions |
| F | Operation of DHE in relation to your institution |
| G | Complaint or grievance procedures |
| H | Salary |
| I | Funds and opportunities for research, travel, and sabbaticals |
| J | Faculty participation in institution-wide policy decisions |
| K | Office and classroom facilities |
| L | Course assignments and scheduling |
| M | Academic freedom |
| N | Personal relationships with department colleagues |
| O | Parking facilities and fees |
| P | Relationship between faculty and deans |
| Q | Relationship between faculty and administration above dean |
| R | Average satisfaction for all items listed above |

| | |
|---|---|
| S | Rate of questionnaire return |

## Table 1

### Faculty Satisfaction With Current Working Situation: N.J. Community Colleges

| | Bergen | | Burlington | | Camden | | Gloucester | | Mercer | | Middlesex | | Morris | | Ocean | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | Mean | Rank | Variance | Std. Deviation |
| A* | 44.1 | 4 | 50.0 | 2 | 29.6 | 7 | 47.6 | 3 | 30.6 | 6 | 26.4 | 8 | 38.2 | 5 | 61.0 | 1 | 50.0 | 9 | 206.2 | 14.4 |
| B | 61.4 | 7 | 68.8 | 4 | 66.6 | 5 | 75.6 | 2 | 62.0 | 6 | 52.8 | 8 | 70.9 | 3 | 87.9 | 1 | 68,3 | 5 | 96.9 | 9.8 |
| C | 24.3 | 4 | 18.8 | 6 | 18.5 | 7 | 31.0 | 2 | 18.0 | 8 | 19.8 | 5 | 30.9 | 3 | 35,6 | 1 | 24.6 | 16 | 42.4 | 6.5 |
| D | 38.0 | 2 | 18.8 | 6 | 11.1 | 7 | 35.7 | 3 | 10.4 | 8 | 21.1 | 5 | 31.5 | 4 | 39.0 | 1 | 25.7 | 14 | 122.2 | 11.1 |
| E | 68.3 | 4 | 70.8 | 2 | 59.2 | 6 | 69.0 | 3 | 54.0 | 8 | 55.0 | 7 | 65.5 | 5 | 83.0 | 1 | 65.6 | 6 | 79.6 | 8.9 |
| F | 13.0 | 3 | 4.3 | 8 | 11.1 | 5 | 12.2 | 4 | 10.2 | 6 | 7.8 | 7 | 21.5 | 1 | 15.3 | 2 | 11.9 | 17 | 150.8 | 12.3 |
| G | 57.9 | 2 | 22.9 | 8 | 29.6 | 6 | 42.9 | 4 | 24.0 | 7 | 55.0 | 3 | 32.0 | 5 | 67,8 | 1 | 41.5 | 10 | 253.7 | 15.9 |
| H | 52.4 | 2 | 43.8 | 4 | 3.8 | 8 | 28.6 | 7 | 42.8 | 5 | 45.1 | 3 | 52.7 | 1 | 35.6 | 6 | 38.0 | 11 | 222.5 | 14.9 |
| I | 22.3 | 5 | 52.1 | 1 | 0 | 8 | 21.4 | 6 | 24.0 | 4 | 9.9 | 7 | 35.2 | 3 | 37.3 | 2 | 25.3 | 15 | 220.4 | 14.8 |
| J | 34.0 | 3 | 22.9 | 5 | 18.5 | 7 | 38.1 | 2 | 8,0 | 8 | 19.8 | 6 | 27.8 | 4 | 66.1 | 1 | 29.4 | 13 | 269.7 | 16.4 |
| K | 73.8 | 4 | 93.8 | 1 | 62.9 | 6 | 61.9 | 7 | 78.0 | 3 | 67.8 | 5 | 90.7 | 2 | 57,6 | 8 | 73,3 | 4 | 157.5 | 12.6 |
| L | 54.6 | 7 | 76.6 | 2 | 85.2 | 1 | 61.0 | 5 | 48.0 | 8 | 57.2 | 6 | 65.4 | 4 | 67.2 | 3 | 64.4 | 7 | 126.1 | 11.2 |
| M | 69.6 | 7 | 81.3 | 3 | 92.6 | 1 | 78.6 | 4 | 52.0 | 8 | 70.4 | 6 | 77.7 | 5 | 84.7 | 2 | 75.9 | 3 | 66.9 | 8.2 |
| N | 87.4 | 4 | 87.6 | 3 | 85.2 | 5 | 83.3 | 6 | 82.0 | 7 | 80.3 | 8 | 90.9 | 2 | 93.2 | 1 | 86.2 | 1 | 12.0 | 3,5 |
| O | 58.3 | 8 | 97.9 | 1 | 81.5 | 5 | 66.7 | 7 | 76.0 | 6 | 90.2 | 2 | 83.6 | 4 | 86,5 | 3 | 80.1 | 2 | 142.7 | 11.9 |
| P | 40.8 | 6 | 47.9 | 4 | 51.8 | 3 | 81.0 | 2 | 22.0 | 8 | 39.6 | 7 | 43.6 | 5 | 81.3 | 1 | 51,0 | 8 | 369,8 | 19.2 |
| Q | 40.2 | 2 | 19.6 | 7 | 22.2 | 5 | 38.1 | 3 | 10.0 | 8 | 19.8 | 6 | 29.6 | 4 | 56.9 | 1 | 29.6 | 12 | 195.6 | 14.0 |
| R | 49.3 | 5 | 51.6 | 3 | 42.9 | 7 | 51.3 | 4 | 38.4 | 8 | 43.4 | 6 | 52.2 | 2 | 61.8 | 1 | | | | |
| S[b] | 48%<br>n=104 | | 60%<br>n=48 | | 30%<br>n=27 | | 54%<br>n=42 | | 39%<br>n=50 | | 46%<br>n=91 | | 37%<br>n=55 | | 65%<br>n=59 | | | | | |

[a] Percent of faculty in institution who are satisfied or very satisfied.

* See key on page 141.

[b] Questionnaire was administered in fall of 1973 to all faculty in the institution.

Table 2

Faculty Satisfaction With Current Working Situation: N.J. State Colleges

| | Glassboro | | Jersey City | | Kean | | Montclair | | Patterson | | Ramapo | | Stockton | | Trenton | | Mean | Rank | Vari-ance | Std. Deviation |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | %[a] | Rank | | | | |
| A* | 21.6 | 6 | 33.4 | 5 | 18.0 | 7 | 51.7 | 1 | 14.1 | 8 | 48.1 | 2 | 39.3 | 4 | 40.9 | 3 | 33.3 | 9 | 174.3 | 13.2 |
| B | 80.9 | 4 | 68.8 | 7 | 70.6 | 6 | 80.4 | 5 | 59.2 | 8 | 87.9 | 1 | 82.1 | 3 | 87.1 | 2 | 77.1 | 4 | 87.3 | 9.6 |
| C | 19.1 | 5 | 17.2 | 6 | 11.3 | 8 | 26.6 | 3 | 14.1 | 7 | 33.3 | 2 | 41.4 | 1 | 21.5 | 4 | 23.1 | 13 | 91.0 | 9.5 |
| D | 26.4 | 3 | 14.3 | 6 | 13.2 | 7 | 43.2 | 1 | 16.9 | 5 | 40.7 | 2 | 21.4 | 4 | 26.4 | 3 | 20.7 | 14 | 135.4 | 11.6 |
| E | 85.2 | 4 | 73.0 | 7 | 75.6 | 6 | 85.7 | 3 | 60.0 | 8 | 85.1 | 5 | 89.6 | 1 | 89.2 | 2 | 80.4 | 3 | 91.5 | 9.6 |
| F | 4.1 | 5 | 1.6 | 8 | 3.9 | 6 | 2.2 | 7 | 4.4 | 4 | 14.8 | 1 | 10.7 | 2 | 5.4 | 3 | 5.9 | 17 | 18.0 | 4.2 |
| G | 19.5 | 5 | 23.8 | 3 | 15.8 | 7 | 21.6 | 4 | 8.9 | 8 | 18.5 | 6 | 24.1 | 2 | 28.3 | 1 | 20.1 | 15 | 29.9 | 5.5 |
| H | 31.1 | 3 | 17.2 | 6 | 14.3 | 8 | 26.4 | 4 | 22.5 | 5 | 14.8 | 7 | 37.9 | 1 | 33.3 | 2 | 24.7 | 12 | 69.6 | 8.3 |
| I | 5.4 | 5 | 11.0 | 2 | 6.4 | 4 | 3.3 | 7 | 1.4 | 8 | 14.8 | 1 | 3.4 | 6 | 8.6 | 3 | 6.8 | 16 | 17.5 | 4.2 |
| J | 31.1 | 4 | 15.6 | 7 | 23.1 | 6 | 29.2 | 5 | 13.0 | 8 | 59.2 | 1 | 37.9 | 2 | 31.5 | 3 | 30.1 | 11 | 192.9 | 13.9 |
| K | 29.7 | 6 | 42.2 | 4 | 23.0 | 8 | 29.4 | 7 | 34.3 | 5 | 42.3 | 3 | 62.0 | 1 | 54.4 | 2 | 39.7 | 8 | 147.2 | 12.1 |
| L | 81.1 | 3 | 77.5 | 4 | 83.3 | 2 | 75.0 | 5 | 64.3 | 8 | 88.9 | 1 | 68.9 | 7 | 69.6 | 6 | 76.1 | 5 | 59.7 | 7.7 |
| M | 83.8 | 5 | 87.1 | 4 | 88.3 | 3 | 82.6 | 7 | 75.7 | 8 | 96.3 | 2 | 96.5 | 1 | 82.8 | 6 | 86.6 | 1 | 44.0 | 6.6 |
| N | 89.1 | 2 | 73.9 | 7 | 79.4 | 5 | 87.0 | 4 | 77.5 | 6 | 88.9 | 3 | 93.1 | 1 | 89.1 | 2 | 84.8 | 2 | 41.1 | 6.4 |
| O | 46.0 | 4 | 12.7 | 8 | 37.7 | 5 | 30.4 | 6 | 63.3 | 3 | 25.9 | 7 | 81.4 | 1 | 77.5 | 2 | 46.9 | 7 | 545.5 | 23.4 |
| P | 82.6 | 1 | 54.8 | 6 | 45.5 | 8 | 67.8 | 2 | 47.9 | 7 | 55.5 | 5 | 64.3 | 3 | 63.8 | 4 | 60.3 | 6 | 125.1 | 11.2 |
| Q | 47.2 | 1 | 31.2 | 6 | 22.1 | 7 | 34.1 | 5 | 18.3 | 8 | 37.0 | 3 | 34.4 | 4 | 39.6 | 2 | 33.0 | 10 | 75.3 | 8 7 |
| R | 46.1 | 4 | 38.5 | 6 | 37.1 | 7 | 45.7 | 5 | 35.0 | 8 | 50.1 | 2 | 52.3 | 1 | 50.0 | 3 | | | | |
| S[b] | 44%<br>n=71 | | 30%<br>n=62 | | 46%<br>n=75 | | 47%<br>n=94 | | 46%<br>n=75 | | 41%<br>n=26 | | 48%<br>n=29 | | 51%<br>n=90 | | | | | |

[a] Percent of faculty in institution who are satisfied or very satisfied.
[b] Questionnaire was administered in the fall of 1973 to a 40-percent sample of faculty.
*See key on page 141.

## Table 3

### Faculty Satisfaction With Current Working Situation: Rutgers University, N.J.I.T., & CMDNJ

| | Rutgers[b] %[a] | CMDNJ %[a] | NJIT %[a] | Mean | Variance | Std. Deviation |
|---|---|---|---|---|---|---|
| A* | 43.0 | 51.1 | 45.0 | 46.4 | 11.9 | 3.5 |
| B | 69.1 | 71.4 | 53.6 | 64.7 | 62.5 | 7.9 |
| C | 34.0 | 26.4 | 29.3 | 29.9 | 9.8 | 3.1 |
| D | 23.0 | 22.3 | 35.0 | 26.8 | 34.0 | 5.8 |
| E | 76.0 | 73.3 | 55.0 | 68.1 | 87.0 | 9.3 |
| F | 2.2 | 8.2 | 7.3 | 5.9 | 7.0 | 2.7 |
| G | 31.8 | 29.3 | 19.5 | 16.9 | 382.5 | 19.6 |
| H | 49.8 | 50.6 | 51.2 | 50.5 | 0.3 | 0.6 |
| I | 20.0 | 19.4 | 35.0 | 24.8 | 52.1 | 7.2 |
| J | 22.0 | 20.0 | 27.5 | 23.2 | 10.1 | 3.2 |
| K | 45.0 | 43.5 | 72.5 | 53.7 | 177.1 | 13.3 |
| L | 63.1 | 62.2 | 71.8 | 65.7 | 18.7 | 4.3 |
| M | 89.0 | 79.7 | 76.3 | 81.7 | 28.8 | 5.4 |
| N | 81.0 | 91.1 | 87.5 | 86.5 | 17.5 | 4.2 |
| O | 34.9 | 37.7 | 5.0 | 25.9 | 219.0 | 14.8 |
| P | 48.2 | 48.2 | 31.7 | 42.7 | 60.5 | 7.8 |
| Q | 13.6 | 19.3 | 26.8 | 19.9 | 29.2 | 5.4 |
| R | 43.9 | 44.3 | 42.9 | | | |
| S[c] | 57%<br>n=682 | 53%<br>n=156 | 37%<br>n=42 | | | |

[a] Percent of faculty in institution who are satisfied or very satisfied.

[b] Rutgers includes Camden, New Brunswick, and Newark

[c] Questionnaire was administered in fall of 1973 to 50-percent sample of faculty at each institution.

*See key on page 141.

# Chapter Eleven
## Nonfaculty Employees

### I. Purpose

The purpose of this section is to provide a brief overview of support staff status at the county colleges. Five categories of supportive staff were examined: 1) secretarial/clerical; 2) technical; 3) maintenance/custodial; 4) security; 5) confidential,for the following areas:

A. Extent of Unionization

B. Salary

C. Leave Benefits

D. Health and Welfare Benefits

### II. Method

Data for all areas of analysis were obtained from the colleges under study. Intrastate comparisons were drawn from this information.

### III. Unionization (Table 1)

All but two colleges have union representation for two or more categories of supportive staff. Secretarial/clerical and maintenance/custodial units are the most prevalent. A variety of bargaining agents represent these employees with NJEA affiliation predominating in all but the security and confidential categories.

A. Secretarial-clerical employees are unionized at 13 of the 16 respondent colleges, by the following bargaining agents.

1. NJEA=7 (two of these are broader units encompassing other supportive staff)
2. International Union of Electrical Workers=1
3. AFSCME=1
4. Distributive Workers of America District 65=1

5. IUE=1
6. Independent Local=1
7. AFT=1

B. Technical-Seven of the 16 respondent colleges are organized in this area:
    1. NJEA=5 (two are units encompassing other supportive staff)
    2. American Federation of Teachers=1
    3. AFSCME=1

C. Maintenance/Custodial-Thirteen of 16 units are organized.
    1. NJEA=5 (two are units encompassing other supportive staff)
    2. International Union of Operating Engineers=1
    3. Transport Workers Union of America=3
    4. International Union of Electrical Workers=1
    5. IUE=1
    6. Independent Local=1
    7. AFSCME=1

D. Security-Four of 16 units are organized. An additional unit is unorganized but affiliated with the staff association. The bargaining agents are:
    1. Fraternal Order of Police=2
    2. Transport Workers Union of America=1
    3. AFSCME=1

E. Confidential employees are unorganized. At the one college which operates under the National Labor Relations Act, however, negotiations are in progress.

## IV. Salary (Tables 2, 3, 4, 5)

Variation was wide for three benchmark positions from each of the five job categories. No one college predominated as the highest or lowest throughout. Northern New Jersey salaries were greater than those from the south in most but not all instances. There were, however, greater numbers of northern colleges represented overall.

A. Secretarial/Clerical

1. Clerk-Typist (N=10)
   a. Range - $5,674-6,850
   b. Mean - $6,303
2. Secretary II (middle) ( N=7)
   a. Range - $6,420-8,961
   b. Mean - $7,633
3. Bookkeeper 1 (lowest) (N=9)
   a. Range - $6,030-8,571
   b. Mean - $7,090

B. Maintenance/Custodial

1. Maintenance Mechanic 1 (lowest) (N=9)
   a. Range - $7,690 (2 units) - $10,562
   b. Mean - $9,360
2. Stationary Engineer (N=4)
   a. Range - $8,013-14,925
   b. Mean - $10,775
3. Custodian (N=11)
   a. Range - $6,368-9,849
   b. Mean - $7,455

C. Technical

   1. Accountant 1 (lowest) (N=8)
      a. Range - $9,629-15,779
      b. Mean - $12,034
   2. Buyer (Purchasing) (N=9)
      a. Range - $7,290-15,561
      b. Mean - $11,295
   3. Computer Operator (N=9)
      a. Range - $7,729-12,201
      b. Mean - $9,774

D. Security

   1. Patrolperson (lowest) (N=7)
      a. Range - $6,087-10,740
      b. Mean - $7,672
   2. Security Officer (middle) (N=7)
      a. Range - $7,199-11,140
      b. Mean - $9,173
   3. Head Security Officer (N=4)
      a. Range - $8,320-14,948
      b. Mean - $10,953

E. Confidential

   1. Secretary I (N=4)
      a. Range - $6,555-8,751
      b. Mean - $7,767
   2. Secretary II (N=8)
      a. Range - $6,710-9,262
      b. Mean - $7,908

3. Secretary III (N=8)
    a. Range - $8,771-12,104
    b. Mean - $10,247

V. Leave Benefits (Table 6)

Ten types of leave were studied for this area. The smallest variation was found in vacation and sick leave allowances. Personal and bereavement leaves and paid holidays were common to all the colleges,but the time allowances varied. Other leaves were not universally offered.

A. Vacation - the range is between 5 to 24 days yearly, in most cases depending upon years of service.

B. Sick Leave-all, except two colleges which allow 13 and 15 days, allow 12 days a year.

C. Extended Leave (Disability)
    1. Five of ten colleges reporting offer leave in this area.
    2. The colleges which grant disability leave each has its own procedure ranging from use of sick leave pool to up to 52 weeks after 31 days absence.

D. Personal Leave
    1. Granted by all colleges reporting.
    2. Length varies between two and five days yearly.

E. Bereavement Leave
    1. Available at all colleges.
    2. Length varies between one to five days depending on stated circumstances.

F. Temporary Military duty
    1. Seven of the ten colleges reporting specify leave for this reason.
    2. Time varies, with flexibility emphasized in most cases.

G. Jury Duty or Legal Leave

  1. All ten reporting colleges include this area.
  2. Most offer this benefit "as required ."

H. Sabbatical Leave-no college offers this benefit. In one case a policy is being developed.

I. Paid Holidays-range from 9½ to 24. Two colleges note yearly variance in their offering.

J. Unpaid Leave-offered generally by application at 9 of the 10 reporting colleges. Length varies. In one case up to 2 years.

  1. Personal leave predominates.
  2. Maternity leave-offered by five colleges.
  3. Personal development leave offered by one college.

VI. Health Benefits

This benefit area is the most uniform for all the colleges. As in the case of faculty benefits, there is little variation here.

A. Health Benefits

  1. Ten offered New Jersey Health Benefits program.
  2. One college is covered by private plans.

B. Dental Benefits - not offered

C. Optical Benefits - not offered

D. Prescription Program

  1. This benefit is available at one college.

E. Unemployment Compensation

  1. Available at one institution.

F. Tuition Remission

  1. Available to supportive staff at all colleges at own institution.
  2. Two of 11 colleges offer some reimbursement for tuition at another institution.

G. Salary Analysis

1. Variance is greatest in this area
    - a. No single college has the highest or lowest salaries across the board for the positions examined.
    - b. North/South Variation
        - (1) With the exception of the stationary engineer position, there were fewer incumbents from the South Jersey colleges in all positions.
        - (2) South area college salaries exceed those of North for two positions, both in the Technical classification, Buyer (Purchasing) and Computer Operator.
        - (3) Differences in mean salaries range from stationary engineer, where the northern mean is 30 percent greater than the southern, to Bookkeeper 1 (lowest) where the southern mean is eight dollars ($8) less than the northern figure.

## Table 1
## Supportive Staff/Bargaining Agents

| | 1 Secretarial/ Clerical | 2 Technical | 3 Maintenance/ Custodial | 4 Security | 5 Confidential | Remarks |
|---|---|---|---|---|---|---|
| Atlantic | NJEA---------------------------------- | | | | | |
| Bergen | NJEA---------------------------------- | | | | | |
| Brookdale | NJEA--Nonacademic staff union- -------- | | | FOP | | |
| Burlington | In same unit-NJEA---------------------- | | | FOP | | |
| Camden | IUE | NO | IUE | NO | | |
| Cumberland | Local organization no affiliation | NO | Local organization no affiliation | NO | | |
| Essex | Office Worker Assoc-NJEA | | IUOE | | | Exempt employees are organized But unaffiliated |
| Gloucester | IUEW | AFT | IUEW | NO | | |
| Mercer | AFT | NO | AFSCME----------------- | | | |
| Middlesex | AFSCME----------------- | | Teamsters | FOP | | |
| Morris | All five units combined into one unit-NJEA | | | | | Technical staff is not separated from Secretarial/Clerical |
| Ocean | NJEA | NO | TWUA------------------- | | | |
| Passaic | Supportive Staff Assoc-NEA | -------------------------- | | NO | | |
| Salem | No collective bargaining in this area------------------------------- ------------------------------------------ | | | | | |
| Somerset | No collective bargaining in this area------------------------------------------------------------------------ | | | | | |
| Union | DWA-District 65 | NO | Teamsters Local #11 | Not org'd but affili. w/ staff assn. | Nego-tiating | |

Table 2

Mean Salaries of Incumbent Support Employees in Selected Benchmark Positions

| | A | | B | | D | | E | | F | | G | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **SECRETARIAL/CLERICAL** | | | | | | | | | | | | |
| Clerk/Typist | 6,525 | (13) | 5,794 | (3) | 6,850 | (7) | ------------- | | 5,762 | (4) | 6,574 | (66) |
| Sec'y II (middle) | ------------ | | 6,904 | (15) | -------------- | | 7,225 | (8) | ------------- | | 6,420 | (1) |
| Bookkeeper I (lowest) | 7,600 | (3) | 6,030 | (1) | 7,800 | (1) | 6,600 | (5) | 6,915 | (3) | ------------- | |
| **MAINTENANCE/CUSTODIAL** | | | | | | | | | | | | |
| Maintenance I (lowest) | 7,690 | (3) | 8,947 | (6) | 9,450 | (1) | 10,356 | (8) | 9,980 | (5) | 9,384 | (2) |
| Stationary Engineer | ------------ | | 8,013 | (2) | 9,700 | (3) | -------------- | | ------------- | | ------------- | |
| Custodian | 7,216 | (13) | 6,725 | (11) | 7,175 | (12) | 9,849 | (27) | 7,359 | (26) | 7,752 | (2) |
| **TECHNICAL** | | | | | | | | | | | | |
| Acct I (lowest) | ------------- | | 14,646 | (2) | 10,500 | (1) | 15,779 | (1) | 9.629 | (1) | ------------- | |
| Buyer (purchasing) | 11,150 | (1) | 10,106 | (1) | 9,600 | (1) | 10,000 | (1) | 15,561 | (1) | ------------- | |
| Computer Operator | 9,520 | (1) | 8,362 | (3) | 10,580 | (1) | 12,201 | (2) | 10,837 | (3) | ------------- | |
| **SECURITY** | | | | | | | | | | | | |
| Patrolperson (lowest) | 6,759 | (4) | 6,087 | (2) | -------------- | | 10,740 | (9) | 6,600 | (13) | ------------- | |
| Security Officer (middle) | ------------- | | 7,814 | (5) | 8,100 | (1) | 11,140 | (3) | -------------- | | ------------- | |
| Lead Sec'y Officer (highest) | 11,500 | (1) | 9,477 | (2) | -------------- | | 14,948 | (1) | 11,548 | (1) | ------------- | |
| **CONFIDENTIAL** | | | | | | | | | | | | |
| Sec'y I | ------------ | | ------------- | | -------------- | | 6,555 | (1) | ------------- | | 7,882 | (2) |
| Sec'y II | ------------ | | 6,710 | (2) | 8,057 | (7) | 7,648 | (1) | 7,572 | (2) | ------------- | |
| Sec'y III | 9,310 | (5) | ------------- | | 12,000 | (1) | 10,142 | (3) | 8,771 | (4) | ------------- | |

---

Note: Numbers in parentheses represent the number of incumbents in the position at each college. For the overall average it is the number reporting.

Source: Data collected from individual colleges, 1976-77.

The parties requested that these data remain confidential; therefore, letters are used to indicate each college.

Table 2 (continued)

Mean Salaries of Incumbent Support Employees in Selected Benchmark Positions

| | H | I | J | K | L | Overall Average |
|---|---|---|---|---|---|---|
| SECRETARIAL/CLERICAL | | | | | | |
| Clerk/Typist | 5,674 (1) | 6,268 (2) | 6,638 (16) | 6,685 (6) | 6,255 (26) | 6,303 (10) |
| Sec'y II (middle) | ------------- | 7,271 (4) | 8,557 (38) | 8,961 (50) | 8,090 (2) | 7,633 (7) |
| Bookkeeper I (lowest) | 6,727 (2) | 6,830 (2) | 8,571 (3) | ------------- | 6,740 (2) | 7,090 (9) |
| MAINTENANCE/CUSTODIAL | | | | | | |
| Maintenance I (lowest) | ------------- | 10,562 (5) | 10,183 (4) | ------------- | 7,690 (2) | 9,360 (9) |
| Stationary Engineer | ------------- | ------------- | 14,925 (2) | 10,462 (4) | ------------- | 10,775 (4) |
| Custodian | 7,088 (12) | 7,215 (19) | 8,187 (35) | 7,071 (28) | 6,368 (12)[a] | 7,455 (11) |
| TECHNICAL | | | | | | |
| Acct I (lowest) | 10,900 (1) | 13,000 (13) | 10,985 (1) | 10,832 (2) | ------------- | 12,034 (8) |
| Buyer (purchasing) | ------------- | 11,535 (1) | 12,900 (1) | 13,510 (1) | 7,290 (1) | 11,295 (9) |
| Computer Operator | 8,585 (1) | 7,729 (2) | 8,465 (3) | 11,684 (2) | ------------- | 9,774 (9) |
| SECURITY | | | | | | |
| Patrolperson (lowest) | 6,881 (7) | Students----- | ------------- | 8,161 (12) | 8,478 (9) | 7,672 (7) |
| Security Officer (middle) | ------------- | 7,199 (10) | 8,733 (15) | 10,558 (7) | 10,665 (1) | 9,173 (7) |
| Lead Sec'y Officer (highest) | ------------- | 8,320 (1) | 9,990 (2) | ------------- | 10,890 (2) | 10,953 (7) |
| CONFIDENTIAL | | | | | | |
| Sec'Y I | 8,751 (2) | ------------- | ------------- | ------------- | ,881 (1) | 7,767 (4) |
| Sec'y II | 9,262 (2) | 6,760 (1)[b] | ------------- | 8,902 (4) | 8,350 (1) | 7,908 (8) |
| Sec'y III | 10,191 (2) | 12,104 (3) | ------------- | 10,051 (2) | 9,409 (2) | 10,247 (8) |

Note: Numbers in parentheses represent the number of incumbents in the position at each college. For the overall average it is the number reporting.

[a] Custodian Level I (there are three levels),

[b] Still under negotiation .

Source: Data collected from individual colleges, 1976-77.

The parties requested that these data remain confidential; therefore, letters are used to indicate each college.

## Table 3

Support Staff Leave Benefits (Note: Number of days reported on a yearly basis)

| | Vacation (based on yrs. serv) | Sick | Extended Lv.: (Disability) | Pers-onal | Bereavemt | Temp. Milit. Duty | Jury Duty or Legal Leave | Sabbat-ical | Paid Holidays | Unpaid Leaves |
|---|---|---|---|---|---|---|---|---|---|---|
| Atlantic | 12/20 | 12 | not offered | 5 | 2 | not defined | not defined | not offered | 11 | Upon application-personal, up to 1 yr.; maternity |
| Bergen | 12/20 | 15 | not offered | up to 3 | 3 days immed. fam. | usually 2 wks. | usually 2 weeks | not offered | 24 | Up to 2 yrs. for med. raasons; up to 6 mos. on req. to B of T; Mater. lv. up to 6 mos. may be req from B of T |
| Burlington | 12-21 | 12 | sick lv. pool | 3 | 3 days immed. fam.-1 day other | as required | as required | policy being developed | 13 | May be requested from B of T |
| Essex | 12 | 12 | 40/applica. | 3 | 5-immed. fam., 3-other relatives | unlimited | unlimited | not offered | 12 | ---------------- |
| Gloucester | 15(para prof)<br>12 | 12 | none | 2 | 3 | --------- | as required | not offered | 12 | Para prof-matern. personal, advanced study, prof. svces. Union rep-matern. up to 1 yr. |
| Middlesex | 12/18/24 | 12 | 1 wk. at ½ pay for each full yr. wkd. | 2 | 4 | --------- | no limit | ----------- | 12 | Personal-60 days/year |
| Morris | 5-20 | 12 | not offered | 3 | 5 | as required | as required | not offered | 11 | ---------------- |
| Ocean | 10/15/20 | 13 | up to 52 wks. after 31 days absence | 3 | 4 | 10 | as required | no | 13 | Matern. up to 1 yr. |
| Passaic | | | | | | | | | 11-76/77<br>12-77/78 | Prof dvlpmt; re-cuperation; pers. reason--all not more than 6 mos. |

Table 3 (continued)

Support Staff Leave Benefits (Note: Number of days reported on a yearly basis)

| | Vacation (based on yrs.serv) | Sick | Extended Lv.: (Disability) | Pers-onal | Bereavemt. | Temp. Milit. Duty | Jury Duty or Legal Leave | Sabbat-ical | Paid Holidays | Unpaid Leaves |
|---|---|---|---|---|---|---|---|---|---|---|
| Somerset | 10 to 20 | 12 | ------------ | 3 | 5-immed. family<br>1-other relative | as required | as required | none | 14-15 alternating yearly | Maternity, personal |
| Union | 10/15/20 | 12 | none (but can file for temp diability) | 2 sick days may be used | no limit | 10 | 10 | not offered | 9½ but varies yearly | Maternity up to 1 yr.; short term at supervisor's discretion |

---

Source: Data collected from individual colleges, 1976-77.

## Table 4

## Health and Welfare Benefits/Supportive Staff

| | Health Benefits | Dental Benefits | Optical Benefits | Prescription Program | Unemploymt. Comp. | Tuition Reimbursemt. Own Instit. | -Another | Other |
|---|---|---|---|---|---|---|---|---|
| Atlantic | Yes-N.J. | no | no | no | no | yes | no | |
| Bergen | Yes-N.J. | no | no | no | no | yes | no | |
| Burlington | Yes-N.J. | no | no | no | no | yes | employee only | |
| Essex | Yes-N.J. | no | no | no | no | yes | no | |
| Gloucester | Yes-N.J. | no | no | yes | no | yes | $250. max/yr. | |
| Middlesex | Yes-Maj.Med. (occidental); Hospit.(Blue Cross) | no | no | no | no | yes | no | |
| Morris | Yes-N.J. | no | no | no | no | yes | no | |
| Ocean | Yes-N.J. | no | no | no | no | yes | no | |
| Passaic | Yes-N.J. | no | no | no | no | yes | no | |
| Somerset | Yes-N.J. | no | no | no | no | yes | no | |
| Union [a] | Yes-N.J. | no | no | no | yes | yes | no | TIAA Pension Plan; Major Medical; Life Insurance |

---

[a] Under negotiation.

Source: Data collected from individual colleges, 1976-77.

## Table 5

## Mean Incumbent Support Staff Salaries
## for Selected Key Jobs- North/South Comparison

| | | | | |
|---|---|---|---|---|
| **Secretarial/Clerical** | | | | |
| Clerk | N | 6,349 | (6) | +116 |
| Typist | S | 6,233 | (4) | |
| Secretary II | N | 7,754 | (6) | +850 |
| (Middle) | S | 6,904 | (1) | |
| Bookkeeper 1 | N | 7,094 | (5) | + 8 |
| (Lowest) | S | 7,086 | (4) | |
| **Maintenance/Custodial** | | | | |
| Maintenance 1 | N | 9,635 | (5) | +618 |
| I (lowest) | S | 9,017 | (4) | |
| Stationary | N | 12,694 | (2) | +3837 |
| Engineer | S | 8,857 | (2) | |
| Custodian | N | 7,647 | (7) | +528 |
| | S | 7,119 | (4) | |
| **Technical** | | | | |
| Accountant | N | 12,299 | (5) | +707 |
| 1 (lowest) | S | 11,592 | (3) | |
| Buyer | N | 11,247 | (5) | -357 |
| (Purchasing) | S | 11,604 | (4) | |
| Computer | N | 9,733 | (5) | - 92 |
| Operator | S | 9,825 | (4) | |
| **Security** | | | | |
| Patrolperson | N | 8,565 | (4) | +2083 |
| (lowest) | S | 6,482 | (3) | |
| Security Officer | N | 9,659 | (5) | +1702 |
| (Middle) | S | 7,957 | (2) | |
| Head Sec. | N | 11,037 | (4) | +195 |
| Officer (highest) | S | 10,842 | (3) | |

Source: Data collected from individual colleges, 1976-77.

## Table 6
## Administrative Staff
## Data Summary

| | # FTE Staff | Union | Length of Work-week (hours) |
|---|---|---|---|
| Atlantic | 30 | NJEA | 40 |
| Bergen | 40 | None | 35[a] |
| Burlington | 52 | None | 35 normal actual unlimited |
| Essex | 80 | Admin. Assoc.--AFL-CIO SASOC | 35 |
| Gloucester | 23 | None | 35 |
| Middlesex | 81 | None | 35+ |
| Morris | 60 | None | 35 |
| Ocean | 40.75 | None | 35 |
| Passaic | 19 | NJEA | 35 |
| Somerset | 33 | None | No limit (normally 35+) |
| Union | 50[b] | Office & Prof. Employees Local #32 | 35 |

---

[a] During summer, 30 hours for approx. 10 weeks.

[b] Of these, 24 are unionized.

Source: Data collected from individual colleges, 1976-77.

# Appendix A

## Summary of Recommendations

# A Study of Collective Negotiations at the New Jersey Two-Year Colleges

## Summary of Recommendations

By consensus of the
participants at the study retreat,
June 23, 1977

1. The bargaining unit structure should remain decentralized at the level of the college.

Internal

2. Professional labor relations and personnel staffs should be developed at each college.

3. General guidelines for college labor relations and personnel staffs should be developed in meetings of the Personnel and Collective Bargaining Committee (PCBC) of the Council of County Colleges. (See 9 below)

4. Normally, presidents and members of the boards of trustees should not participate in table negotiations, but they should be active in bargaining policy formation.

5. The use of outside consultants and counsel should be related to the expertise of the local college staff.

6. Academic affairs administrators and professional labor relations staffs should develop close and continuing relationships. Opportunities to provide input to negotiations should be provided to central academic administrators, deans, and department chairpersons through bargaining team membership and/or consultation. All levels of administrative staff should be familiarized with the contract language and its consequences.

7. College administrators and governing boards should take immediate action to implement the above recommendations.

External

8. The existing organization of two-year college negotiators should be continued and strengthened under the aegis of the Council of County Colleges.

9. The PCBC of the Council of County Colleges should serve as the primary focus for relating the colleges to the state on bargaining matters. It is expected, as with other council committees, that DHE personnel will be invited to participate in the deliberations.

10. In addition to regular meetings of its members, the PCBC should plan meetings involving the entire negotiators organization and broad representation from the Council of County Colleges, the Department of Higher Education (DHE) and the Office of Employee Relations (OER) on collective bargaining matters.

11. The negotiators organization by delegation from the PCBC should develop labor relations training programs.

12. The negotiators organization should develop procedures of operation, including purpose, membership, election of officers, budget, and frequency of meetings.

13. The matter of county-county college relationships should be discussed in meetings coordinated by the Council of County Colleges.

Salary

14. The PCBC should address the issues of salary variations and salary benchmarks.

15. The salaries and benefits of support personnel should be related to appropriate labor markets and the implementation of appropriate labor market wage surveys.

Research/Information

16. A comprehensive research and information unit should be established.

17. Initially, the locus of the function should be at the Department of Research, IMLR, Rutgers University, subject to resolution of the funding issue.

18. The PCBC and DHE should advise the unit on research and information needs.

19. The research unit staff should regularly attend the meetings of the negotiators organization.

Evaluation

20. The recommendations and the extent to which these recommendations have been accomplished should be the subject of a periodic assessment by the research unit.

21. The first review should take place by the end of the 1977-78 academic year.

# Appendix B

## History and Origins of Bargaining

Exhibit 1

Source: James P. Begin, Theodore C. Settle, Paula B. Alexander, Academic Bargaining: Origins and Growth, IMLR Research, Rutgers University (1977).

## Emergence of Bargaining in the New Jersey County Colleges

### Background

Until the mid-sixties, there were no public, two-year colleges in the state of New Jersey. But as part of its recommendations for increasing educational opportunities for New Jersey residents, a study commission called for the establishment of an extensive two-year college network. In 1962 the legislature responded by setting up the following procedure by which county community colleges could be established:

> When the board of chosen freeholders of one or more counties, after study and investigation, shall deem it admissible for such county or counties to establish a county college, such board or boards of county freeholders may petition the board of higher education for permission to establish and

> operate a county college. A report shall be attached to such petition and shall include information on the higher educational needs of the county or counties, a description of the proposed county college, the proposed curriculum, an estimate of the cost of establishing and maintaining such a county college, and any other information or data deemed pertinent.[1]

In the period from 1966, when the first two-year college opened, to 1975, sixteen county colleges were established,[2] providing educational programs for 40,950 full-time and 49,632 part-time students,[3] and employing (in 1974) approximately 1800 full-time faculty.[4] In addition to full-time faculty, many adjunct faculty were also employed on a part-time basis.

Like other public institutions of higher education, the county colleges are under the jurisdiction of the Board of Higher Education, but they retain substantial ties to county government as well, which in essence make them more independent of state control. The county governments exert influence on college policy through the budget process and by making the appointments to the boards of trustees of the colleges. However, a 1971 court case determined that the community colleges were not agencies of county government. The state supreme court ruled that the nonacademic staff members of the county colleges were not subject to the state civil service system as adopted by the counties.[5]

Recent county government reorganization in some counties has made possible attempts by county government officials to take over greater control of the county colleges' day-to-day operations. In Mercer County such an attempt was taken to court by the Mercer County College officials. The issue is still unresolved.

The State Department of Higher Education exerts policy influence through the Council of Community Colleges which is comprised of the college presidents and chairpersons of the colleges' boards of trustees and members of the Department of Higher Education. The department's Office of Community College Programs employed six professionals in 1973.[6] The state also provides funds to the two-year colleges on an annual basis, a factor which has created tension in recent years as the state's share of costs has declined. The state's contribution was set at $600 per full-time equivalent student in 1966, approximately 50 percent of the cost of educating a student in that year. Since the state has not increased its contribution per student, inflation has reduced the state's share of educating each student to approximately one-third of the cost. However, growing enrollments have increased the state's annual investment in instruction in the community colleges from $20 million in 1970-71 to $32 million in 1976.[7]

All of the 16 public county colleges in New Jersey have recognized faculty organizations as the exclusive representatives of the faculties. Initially, the faculties in 13 of the colleges were loosely aligned with the New Jersey Education Association. The American Federation of Teachers organized one institution and one faculty choose to remain an independent unit. The American Association of University Professors, with the exception of one institution which it successfully organized, was not a contending organization in the other New Jersey county colleges. Subsequent to initial organization, three of the colleges which had been aligned with NJEA changed their affiliation to AFT. The college faculty who initially choose to remain independent has affiliated with NJEA. Currently (1976) eleven are affiliated with NJEA, four with AFT, and one with the AAUP.

All the colleges were organized following the passage of legislation late in 1968. However, in considering the reasons for organizing it is helpful to divide the colleges into three groups: 1) those which began operating prior to the passage of legislation enabling organization for collective bargaining, 2) those which began operations in the same year as the legislation was implemented, and 3) those beginning after the 1968-69 academic year.

Five of the colleges were already in operation when the legislation was passed enabling organization for collective bargaining. Of these, four were organized during the first year of the law's existence; the other was organized the next year.

Six colleges began operations in the 1968-69 academic year, the first year of the law's existence. Of these, four were organized the year they opened. One of the remaining two institutions was organized in 1971, and the last one of this group was organized in 1974.

Five institutions began operations in the 1969-70 academic year or later. All of these institutions have been organized for bargaining purposes; the final one, having concluded negotiations, signed its first agreement in 1976.

## The Case of the Community Colleges[8]

As might be expected, while there were many similarities in the pattern of organization at the community colleges, there were important differences among the three groups of institutions described above. The discussion of the factors leading faculty members to embrace the collective bargaining process will deal first with that group of five county colleges which began operations prior to 1968. Differences between this group and others will be reported at a later point.

While it is true that collective bargaining in New Jersey's county colleges occurred after passage of enabling legislature, a number of other factors, internal and external to the colleges, were found to be important. Of particular significance among the several factors alluded to as being responsible for the precipitation of bargaining at the five established colleges, was a management style perceived by the faculties as not allowing for significant faculty participation in decision-making in areas directly related to their professional responsibilities. In addition to this perception, the faculty also felt that administration decisions were often arbitrary. This perception was found among the faculty at all five colleges despite the existence of committees or college assemblies in these colleges.

No doubt the failure of the existing governance mechanisms (committees or assemblies) can be attributed in some measure to the fact that, given the relatively short history of the county colleges (the oldest was opened in 1966), there had not been sufficient time in which to develop a tradition of faculty participation through these traditional governance mechanisms. But the context of a new, rapidly expanding county college system was in large measure responsible for the ineffective advisory role to which faculties were relegated.

The administrations of the new colleges were subject to significant external pressures in starting up the new institutions. The county government, particularly, exercised a major influence in the planning stages of the colleges. The procedures established by the 1962 enabling legislation required the county freeholders (governing body) to petition the state agency responsible for higher education for permission to establish a county community college. Part of the information required was a statement of proposed curriculum. While the curriculum did not have to be spelled out in exact detail, it can be concluded that general decisions about the missions of the colleges had been made.

The time interval between the approval to establish a county college and its actual opening date was generally between three and five years. Most of the specific planning--the design, the curriculum, decisions about quality and quantity of staff--was done by the president and his administration, within the guidelines set down by the board of higher education (or its predecessor) and the board of trustees of the colleges (which had been appointed by county government). In every case except one, the administration had been involved in planning for at least one year prior to the opening of the college and the arrival of the faculty. Thus, the decision-making procedures had been established and in operation for some time prior to the entry of faculty and students. The addition of faculty and students introduced a great deal of uncertainty into an already ongoing system. Even though committees or assemblies were set up to provide for faculty input into the decision-making process, it was a consistent perception of the faculty interviewed that they were not able to have any significant impact on the decisions that were made.

These experiences were in direct conflict with their expectations about the faculty role in higher education. For those who had come from the public school system, it was as if the high school style of administration had been extended to cover the next two years of education as well.

To some extent, the degree of faculty involvement in decision making is related to external demands. In the eyes of the faculty, the administrations did not do an adequate job of balancing the external county and state pressures against internal pressure for faculty participation. To the administration, the need for timely responses to external demands led to centralized decision making rather than reliance on frequently slow and laborious faculty governance mechanisms.

However, in seeking to account for the failure of traditional governance mechanisms, it is important to note the close association of this failure with the faculty perception that they did not have a significant impact on the decisions being made in the college related to their professional tasks. This perception, combined with the expectation and desire to have some say on these issues, was influential in making the faculty receptive to the idea of collective bargaining.

Another oft-stated factor which caused the faculties to be favorably disposed towards collective bargaining was dissatisfaction with the general level of economic benefits, particularly salary. At one institution, for example, an informal faculty committee was instrumental in obtaining a better than 10 percent increase in salary immediately prior to organization. Moreover, most of the initial contracts dealt in a major way with salary matters. Another often-expressed faculty dissatisfaction dealt with salary inequities among individual faculty members--inequities which were perceived to stem from the annual contract negotiations conducted on an individual basis.

The factors discussed above provided an opportune climate for collective bargaining. After the legislation providing collective bargaining rights was passed, the organizing activities of the New Jersey Education Association (NJEA) and the American Federation of Teachers (AFT) focused on faculty dissatisfactions.[9] It should be pointed out, moreover, that collective bargaining was a subject that was not foreign to many of the faculty as they had previous experience with or knowledge of bargaining activities at the elementary or secondary school level. This familiarity was of major importance in facilitating the organization of the county colleges. Indeed, one faculty member whose initial teaching experience was gained in the Philadelphia school system subsequently became a key faculty organization leader and chief negotiator in the first round of negotiations. Overall, the transition to bargaining at most institutions was an easy one, unfettered with discussions about the "unprofessional" consequences of bargaining.

In sum, the colleges established prior to 1968 were organized in large measure as a result of faculty dissatisfaction with authoritarian leadership patterns, ineffective or nonexistent participation in governance, and with economic inequities. The external influences (the legislation granting collective bargaining rights, the organizing activities of the AFT and NJEA) primarily operated to reinforce faculty dissatisfaction with the working environment as well as the search for mechanisms for redress.

It is of interest to note that faculties and administrators at these colleges were, for the most part, in agreement concerning the reasons that the faculty initiated collective bargaining activities. However, marked differences occurred as to the weights assigned by the faculties and administration to the internal and external factors. Administrators tended to perceive the external factors (legislation and AFT or NEA organizing activities) as being more significant than the internal factors (dissatisfaction with governance or benefits). The administrators' failure to accept the validity of faculty attitudes and beliefs no doubt led them to conclude that collective bargaining was an inevitable and intended consequence of collective bargaining legislation.

The major difference between the colleges established before 1968 and the second group of colleges established in 1968 was the fact that the faculties in the latter group were without substantial opportunity to experience dissatisfaction with participation in college governance or with extensive administration authoritarianism since bargaining occurred in most instances in the first year of operation. The faculties were generally knowledgeable, however, of the leadership style which was characteristic of two-year colleges in New Jersey. Of greater significance at these institutions were the external factors. Legislation permitting faculty organization signaled the possibility of collective bargaining. In fact it was the recollection of some faculty interviewed that the passage of legislation concerning collective bargaining constrained them to form collective bargaining units in order to have talks with the administration concerning terms and conditions of employment. Moreover, AFT and NJEA encouragement toward organization, reinforced by faculty understandings of how two-year schools were usually operated, influenced the faculty to organize.

For the most part, the organization process at most colleges, although not strenuously resisted, was seldom encouraged by the administrations. Interestingly, however, outright administrative encouragement was an important contributing factor to faculty organization at one of the second group of colleges. It is also interesting to note that it was one of these institutions, which had no significant administrative history, which was the first county college in New Jersey to organize.

While faculty dissatisfaction in a number of areas led to the organization of fourteen two-year colleges by 1973, the reasons that one of the county colleges remained unorganized for five years provided an illuminating contrast (the other college was just beginning operation in 1973). The basic factors involved in this were the composition of the faculty, quick response on the part of the president to developing problems, fear of reprisals among faculty who were not yet tenured, and a board of trustees whose annual compensation packages were relatively better than most of the other county colleges.

About one-half of the faculty, at the time of the college's opening, consisted of individuals who had left another county college in protest over the organization of that college's faculty for collective bargaining. This meant that there was active opposition to the notion of collective bargaining. The active opposition also meant that the president had persons who would communicate to him dissatisfactions among the faculty including the names of those most vocal in their dissatisfactions. It was not until the fourth year when tenure was conferred on a number of faculty that a greater degree of security was felt among faculty and a greater push began among the faculty to consider alternatives to the current mode of participation in decision-making. It was in the next year when the proportion of faculty tenured became a majority rather than a minority that the faculty voted to organize for collective bargaining. A basic issue motivating faculty to make this decision was their dissatisfaction with faculty participation in governance.

In summary, what can be said about the forces leading to the establishment of faculty unionism in the community colleges? Certainly, it is no coincidence that the organization of the two-year colleges in New Jersey and in other states occurred immediately following the passage of the enabling legislation. However, a number of other internal and and external forces led to faculty bargaining in New Jersey's county colleges. Economic benefits were important, particularly if subsequent contracts were any indication. But of major significance in New Jersey was the sense of faculty powerlessness generated by the unilateral decision making of the administration, which was often perceived by the faculties as being arbitrary as well. Collective bargaining was seen as a means of enhancing faculty participation in a wide range of decisions, including collegial participation in personnel decisions.

An earlier study by Corwin found that collective bargaining in elementary and secondary schools emerged, in part, from the drive of teachers toward professionalism.[10] The findings of this study suggest that the expansion of collective bargaining into the two-year colleges is also a product of the desire of faculty for professional autonomy.

## Notes

1. New Jersey Laws Chapter 18A: 64 A-Z.

2. One two-year college which started as a private college in 1933, and has recently become, along with a technical school, the institution through which that particular county carries out its obligation for two-year, post-secondary education will not be considered in this discussion.

3. N.J. Department of Higher Education, D.H.E. Data Briefs, No. 13, December 1975.

4. N.J. Department of Higher Education, D.H.E. publication, Table 1C, 1974 Summary of 9-10 month and Total Faculty at New Jersey Colleges and Universities, by Academic Rank.

5. Atlantic Community College V. Civil Service Commission, 59 N.J. 102, 279 S 2d 820 (1971).

6. Organization Chart, Department of Higher Education, July 1, 1973.

7. Budget Recommendations FY 1976-77, State of New Jersey, Board of Higher Education, p. 10.

8. Much of this discussion is an expanded version of James P. Begin and Stephen Browne, "The Emergence of Faculty Bargaining in New Jersey," Community and Junior College Journal, Vol. 44, No. 1 (December/January 1974), pp. 18-19.

9. Initially, except for one college, there was little union competition. Most bargaining agents were local faculty associations only loosely aligned with the NJEA. At the remaining colleges, faculty preference for a more militant representative was felt to be responsible for producing a close election in which the AFT was the victor.

10. Ronald G. Corwin, Militant Professionalism (New York: Appleton-Century-Crofts, 1970).

# Appendix C

## Salary and Compensation Tables

## Table C-1

## 1973

### Average Salary and Number of Full-time Faculty on 9-10 Month Contracts at N.J. Community Colleges

| County College | Professor | | Associate | | Assistant | | Instructor | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Atlantic | 5 | 17,424 | 22 | 15,055 | 72 | 12,536 | 9 | 9,636 | 108 | 13,034 |
| Bergen | 5 | 23,602 | 31 | 17,593 | 80 | 14,194 | 72 | 11,581 | 188 | 14,004 |
| Brookdale | 0 | ---- | 5 | 15,950 | 24 | 12,223 | 29 | 10,376 | 58 | 11,621 |
| Burlington | 2 | 16,483 | 17 | 16,132 | 33 | 13,041 | 15 | 10,751 | 67 | 13,415 |
| Camden | 3 | 18,345 | 15 | 13,979 | 68 | 11,162 | 6 | 8,938 | 92 | 11,711 |
| Cumberland | 4 | 18,183 | 6 | 15,636 | 15 | 14,135 | 27 | 11,397 | 52 | 13,198 |
| Essex | 1 | 18,685 | 8 | 16,327 | 38 | 13,674 | 71 | 10,983 | 118 | 12,277 |
| Gloucester | 0 | ---- | 8 | 15,548 | 34 | 12,596 | 37 | 10,937 | 79 | 11,916 |
| Mercer | 4 | 18,761 | 24 | 15,281 | 52 | 13,097 | 54 | 10,711 | 134 | 12,696 |
| Middlesex | 2 | 20,649 | 40 | 16,588 | 75 | 13,783 | 91 | 10,606 | 208 | 12,999 |
| Morris | 7 | 21,219 | 26 | 18,454 | 51 | 14,590 | 73 | 10,826 | 157 | 13,776 |
| Ocean | 4 | 19,601 | 38 | 15,142 | 23 | 13,278 | 17 | 11,100 | 82 | 13,999 |
| Passaic | 0 | ---- | 21 | 13,690 | 0 | ---- | 0 | ---- | 21 | 13,690 |
| Salem | 0 | ---- | 1 | 12,500 | 5 | 12,824 | 10 | 10,745 | 16 | 11,504 |
| Somerset | 0 | ---- | 4 | 18,554 | 15 | 14,027 | 22 | 11,770 | 41 | 13,258 |
| Union | 6 | 19,005 | 18 | 16,109 | 43 | 12,430 | 17 | 9,709 | 84 | 13,137 |
| UCT 1 | 0 | ---- | 0 | ---- | 0 | ---- | 44 | 12,181 | 44 | 12,181 |
| Total | 43 | 19,578 | 284 | 15,925 | 628 | 13,143 | 594 | 10,974 | 1,549 | 13,000 |

Source: HEGIS Form No. 40273.

## Table C-2
## 1974

### Average Salary and Number of Full-time Faculty on 9-10 Month Contracts at N.J. Community Colleges

| County College | Professor | | Associate | | Assistant | | Instructor | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Atlantic | 5 | 17,424 | 25 | 14,837 | 80 | 12,440 | 13 | 9,078 | 123 | 12,774 |
| Bergen | 9 | 23,938 | 34 | 18,643 | 83 | 15,162 | 62 | 12,201 | 188 | 15,235 |
| Brookdale | 0 | ---- | 12 | 17,820 | 37 | 14,830 | 28 | 11,623 | 77 | 14,130 |
| Burlington | 4 | 18,185 | 17 | 17,314 | 46 | 13,415 | 17 | 11,306 | 84 | 14,004 |
| Camden | 4 | 18,090 | 16 | 15,795 | 73 | 13,170 | 5 | 10,164 | 98 | 13,646 |
| Cumberland | 6 | 19,543 | 4 | 16,004 | 18 | 15,159 | 27 | 12,407 | 55 | 14,348 |
| Essex | 3 | 21,395 | 12 | 18,024 | 45 | 15,410 | 61 | 12,275 | 121 | 14,237 |
| Gloucester | 0 | ---- | 10 | 14,714 | 29 | 13,834 | 33 | 12,456 | 72 | 13,325 |
| Mercer | 2 | 19,666 | 25 | 16,523 | 48 | 13,917 | 51 | 11,489 | 126 | 13,543 |
| Middlesex | 3 | 20,737 | 27 | 17,126 | 71 | 14,420 | 84 | 11,226 | 185 | 13,467 |
| Morris | 10 | 22,375 | 29 | 18,580 | 71 | 15,163 | 60 | 11,222 | 170 | 14,780 |
| Ocean | 5 | 20,198 | 40 | 16,339 | 26 | 13,200 | 13 | 11,609 | 84 | 14,865 |
| Passaic | 0 | ---- | 20 | 13,153 | 0 | ---- | 0 | ---- | 20 | 13,153 |
| Salem | 0 | ---- | 2 | 13,150 | 6 | 13,583 | 13 | 11,669 | 21 | 12,343 |
| Somerset | 0 | ---- | 5 | 19,794 | 24 | 13,946 | 15 | 12,130 | 44 | 13,992 |
| Union | 9 | 21,092 | 24 | 17,384 | 40 | 13,434 | 18 | 9,852 | 91 | 14,525 |
| UCT 1 | 0 | ---- | 0 | ---- | 0 | ---- | 58 | 12,314 | 58 | 12,314 |
| Total | 60 | 20,754 | 302 | 16,776 | 697 | 14,080 | 558 | 11,678 | 1,617 | 14,002 |

Source: HEGIS Form No. 40274.

## Table C-3

## 1975
## Average Salary and Number of Full-time Faculty on 9-10 Month Contracts at N.J. Community Colleges

| County College | Professor | | Associate | | Assistant | | Instructor | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Atlantic | 5 | 20,476 | 30 | 17,427 | 71 | 14,602 | 17 | 10,574 | 123 | 15,088 |
| Bergen | 11 | 24,364 | 40 | 20,088 | 85 | 1[illegible],533 | 63 | 13,040 | 199 | 16,617 |
| Brookdale | 3 | 25,407 | 14 | 20,127 | 38 | 16,684 | 20 | 12,740 | 75 | 16,624 |
| Burlington | 4 | 19,218 | 18 | 17,865 | 46 | 14,293 | 14 | 12,320 | 82 | 14,984 |
| | | | | | | | | | | |
| Camden | 4 | 19,898 | 25 | 16,703 | 60 | 13,857 | 6 | 11,196 | 95 | 14,692 |
| Cumberland | 6 | 20,710 | 5 | 16,383 | 18 | 16,359 | 25 | 13,832 | 54 | 15,675 |
| Essex | 1 | 23,212 | 13 | 19,260 | 41 | 16,556 | 54 | 13,048 | 109 | 15,202 |
| Gloucester | 1 | 22,000 | 14 | 15,998 | 29 | 14,816 | 28 | 13,217 | 72 | 14,524 |
| | | | | | | | | | | |
| Mercer | 4 | 20,130 | 26 | 17,892 | 50 | 15,050 | 47 | 12,513 | 127 | 14,853 |
| Middlesex | 6 | 21,051 | 29 | 18,430 | 82 | 15,119 | 68 | 12,026 | 185 | 14,693 |
| Morris | 13 | 22,935 | 35 | 19,274 | 65 | 16,129 | 70 | 11,777 | 183 | 15,549 |
| Ocean | 6 | 22,017 | 39 | 17,720 | 29 | 13,919 | 11 | 12,042 | 85 | 15,991 |
| | | | | | | | | | | |
| Passaic | 7 | 20,900 | 1 | 18,500 | 1 | 17,900 | 14 | 13,271 | 23 | 16,021 |
| Salem | 0 | ---- | 5 | 15,034 | 5 | 13,835 | 17 | 11,902 | 27 | 12,840 |
| Somerset | 5 | 24,970 | 5 | 20,520 | 25 | 15,381 | 20 | 13,043 | 55 | 15,870 |
| Union | 8 | 23,185 | 31 | 18,402 | 32 | 14,707 | 17 | 10,550 | 88 | 15,976 |
| UCT 1 | 0 | ---- | 0 | ---- | 0 | ---- | 62 | 14,065 | 62 | 14,065 |
| | | | | | | | | | | |
| Total | 84 | 22,218 | 330 | 18,290 | 677 | 15,328 | 553 | 12,621 | 1,644 | 15,364 |

Source: HEGIS Form No. 40275.

## Table C-4

## 1976

### Average Salary and Number of Full-time Faculty
### on 9-10 Month Contracts at N.J. Community Colleges

| County College | Professor | | Associate | | Assistant | | Instructor | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Atlantic | 6 | 21,917 | 31 | 18,052 | 68 | 15,727 | 13 | 11,827 | 118 | 16,223 |
| Bergen | 19 | 24,618 | 46 | 21,119 | 87 | 17,111 | 60 | 13,591 | 212 | 17,657 |
| Brookdale | 3 | 23,083 | 15 | 21,216 | 30 | 16,316 | 28 | 12,607 | 76 | 16,183 |
| Burlington | 7 | 20,178 | 18 | 18,555 | 40 | 15,399 | 15 | 11,916 | 80 | 15,874 |
| Camden | 6 | 22,333 | 25 | 17,910 | 64 | 15,445 | 3 | 11,750 | 98 | 16,382 |
| Cumberland | 6 | 21,750 | 8 | 17,812 | 21 | 17,416 | 19 | 14,802 | 54 | 17,036 |
| Essex | 2 | 25,250 | 16 | 20,281 | 49 | 17,658 | 59 | 13,140 | 126 | 15,996 |
| Gloucester | 2 | 19,500 | 18 | 17,666 | 32 | 15,937 | 24 | 14,708 | 76 | 16,052 |
| Mercer | 5 | 21,220 | 28 | 18,782 | 51 | 15,798 | 39 | 12,562 | 123 | 15,675 |
| Middlesex | 7 | 22,321 | 40 | 19,439 | 84 | 16,430 | 67 | 12,250 | 198 | 15,832 |
| Morris | 15 | 24,050 | 37 | 20,371 | 64 | 16,992 | 68 | 12,661 | 184 | 16,646 |
| Ocean | 7 | 22,607 | 39 | 19,109 | 27 | 15,009 | 13 | 11,750 | 86 | 16,994 |
| Passaic | 8 | 22,125 | 3 | 19,250 | 8 | 14,250 | 12 | 11,500 | 31 | 15,701 |
| Salem | 0 | ---- | 4 | 16,250 | 3 | 14,916 | 13 | 12,750 | 20 | 13,775 |
| Somerset | 5 | 27,350 | 10 | 20,550 | 30 | 15,883 | 24 | 13,312 | 69 | 16,496 |
| Union | 12 | 24,083 | 34 | 19,176 | 30 | 15,150 | 23 | 10,684 | 99 | 16,578 |
| UCT 1 | 0 | ---- | 0 | ---- | 0 | ---- | 56 | 14,883 | 56 | 14,883 |
| Total | 110 | 23,091 | 372 | 19,274 | 688 | 16,159 | 536 | 12,995 | 1,706 | 16,291 |

Source: HEGIS Form No. 40276.

## Table C-5

### Average Salary and Number of Full-Time Faculty on 9-10 month contracts at all N.J. Colleges & Universities
### Fall 1974

| Academic Rank | County Colleges | | State Colleges | | Rutgers | | NJIT | | Independent Colleges | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Professor | 60 | 20,754 | 529 | 23,349 | 353 | 28,733 | 69 | 29,200 | 711 | 22,683 |
| Associate | 302 | 16,776 | 637 | 18,170 | 375 | 20,193 | 92 | 21,120 | 629 | 16,397 |
| Assistant | 697 | 14,080 | 1,140 | 14,491 | 545 | 14,922 | 53 | 17,950 | 765 | 13,412 |
| Instructor | 558 | 11,678 | 482 | 11,520 | 195 | 12,455 | 26 | 15,131 | 323 | 11,264 |
| TOTAL/AVG | 1,617 | 14,002 | 2,788 | 16,499 | 1,468 | 19,262 | 240 | 22,094 | 2,428 | 16,614 |

### Average Salary and Number of Full-Time Faculty on 9-10 month contracts at all N.J. Colleges & Universities
### Fall 1973

| Academic Rank | County Colleges | | State Colleges | | Rutgers | | NJIT | | Independent Colleges | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Professor | 43 | 19,578 | 511 | 22,118 | 352 | 26,618 | 63 | 26,001 | 690 | 21,644 |
| Associate | 284 | 15,925 | 617 | 17,191 | 397 | 17,741 | 90 | 19,044 | 677 | 16,085 |
| Assistant | 628 | 13,143 | 1,111 | 13,512 | 526 | 13,652 | 55 | 15,817 | 807 | 12,944 |
| Instructor | 594 | 10,974 | 459 | 11,015 | 255 | 11,391 | 27 | 12,325 | 425 | 10,315 |
| TOTAL/AVG | 1,549 | 13,000 | 2,698 | 15,599 | 1,530 | 17,319 | 235 | 19,382 | 2,599 | 15,637 |

Source: N.J. Department of Higher Education Compilation of HEGIS Form Numbers 40274 & 40273.

## Table C-6

### Average Salary and Number of Full-Time Faculty on 9-10 month contracts at all N.J. Colleges & Universities Fall 1976

| Academic Rank | County Colleges | | State Colleges | | Rutgers | | NJIT | | Independent Colleges | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Professor | 110 | 23,091 | 555 | 24,776 | 393 | 32,072 | 63 | 29,976 | 765 | 25,074 |
| Associate | 372 | 19,274 | 676 | 19,428 | 401 | 22,365 | 85 | 23,450 | 672 | 18,213 |
| Assistant | 688 | 16,159 | 1,037 | 15,457 | 569 | 16,263 | 68 | 18,999 | 727 | 14,799 |
| Instructor | 536 | 12,995 | 335 | 12,518 | 208 | 13,774 | 12 | 15,000 | 239 | 12,606 |
| TOTAL/AVG | 1,706 | 16,291 | 2,603 | 18,097 | 1,571 | 21,445 | 228 | 23,481 | 2,403 | 18,807 |

### Average Salary and Number of Full-Time Faculty on 9-10 month contracts at all N.J. Colleges & Universities Fall 1975

| Academic Rank | County Colleges | | State Colleges | | Rutgers | | NJIT | | Independent Colleges | |
|---|---|---|---|---|---|---|---|---|---|---|
| | # | $ | # | $ | # | $ | # | $ | # | $ |
| Professor | 84 | 22,218 | 553 | 23,231 | 373 | 30,407 | 65 | 27,131 | 726 | 23,962 |
| Associate | 330 | 18,290 | 682 | 18,302 | 387 | 21,286 | 92 | 20,610 | 665 | 17,370 |
| Assistant | 677 | 15,328 | 1,142 | 14,601 | 557 | 15,591 | 72 | 16,722 | 722 | 14,156 |
| Instructor | 553 | 12,621 | 393 | 11,679 | 201 | 13,139 | 12 | 13,277 | 255 | 12,242 |
| TOTAL/AVG | 1,644 | 15,364 | 2,770 | 16,820 | 1,518 | 20,359 | 241 | 20,842 | 2,368 | 17,859 |

Source: N.J. Department of Higher Education compilation of HEGIS Form Numbers 40275 & 40276.

## Table C-7

### Comparisons of Average Salaries (1973) by Rank Between N.J. Community Colleges Located in the Northern and Southern Areas of the State

| **South** | Instructor | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| Atlantic | 9,636 ( 9) | 12,536 (72) | 15,055 (22) | 17,424 ( 5) |
| Burlington | 10,751 (15) | 13,041 (33) | 16,132 (17) | 16,483 ( 2) |
| Camden | 8,938 ( 6) | 11,162 (68) | 13,979 (15) | 18,345 ( 3) |
| Cumberland | 11,397 (27) | 14,135 (15) | 15,636 ( 6) | 18,183 ( 4) |
| Gloucester | 10,937 (37) | 12,596 (34) | 13,548 ( 8) | ------ |
| Mercer | 10,711 (54) | 13,097 (52) | 15,281 (24) | 18,761 ( 4) |
| Ocean | 11,100 (17) | 13,278 (23) | 15,142 (30) | 19,601 ( 4) |
| Salem | 10,745 (10) | 12,824 ( 5) | 12,500 ( 1) | ------ |
| Mean | 10,749 | 12,526 | 15,048 | 18,241 |
| Standard Deviation | 546 | 823 | 715 | 906 |
| **North** | | | | |
| Bergen | 11,581 (72) | 14,194 (80) | 17,593 (31) | 23,602 ( 5) |
| Brookdale | 10,376 (29) | 12,223 (24) | 15,950 ( 5) | ------ |
| Essex | 10,983 (71) | 13,694 (38) | 16,327 ( 8) | 18,685 ( 1) |
| Middlesex | 10,606 (91) | 13,783 (75) | 16,588 (40) | 20,649 ( 2) |
| Morris | 10,826 (73) | 14,590 (51) | 18,454 (26) | 21,219 ( 7) |
| Passaic | ------ | ------ | 13,690 (21) | ------ |
| Somerset | 11,770 (22) | 14,027 (15) | 18,554 ( 4) | ------ |
| Union | 9,709 (17) | 12,435 (43) | 16,109 (18) | 19,005 ( 6) |
| Mean | 10,917 | 13,719 | 16,672 | 20,979 |
| Standard Deviation | 492 | 749 | 1,445 | 1,730 |

## Table C-8

### Comparisons of Average Salaries (1974) by Rank Between N.J. Community Colleges Located in the Northern and Southern Areas of the State

| South | Instructor | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| Atlantic | 9,078 (13) | 12,440 (80) | 14,837 (25) | 17,424 ( 5) |
| Burlington | 11,306 (17) | 13,415 (46) | 17,314 (17) | 18,185 ( 4) |
| Camden | 10,164 ( 5) | 13,170 (73) | 15,795 (16) | 18,090 ( 4) |
| Cumberland | 12,407 (27) | 15,159 (18) | 16,004 ( 4) | 19,543 ( 6) |
| Gloucester | 12,456 (33) | 13,834 (29) | 14,714 (10) | ------ |
| Mercer | 11,489 (51) | 13,917 (48) | 16,523 (25) | 19,666 ( 2) |
| Ocean | 11,609 (13) | 13,200 (26) | 16,339 (40) | 20,198 ( 8) |
| Salem | 11,669 (13) | 13,583 ( 6) | 13,150 ( 2) | ------ |
| Mean | 11,387 | 13,315 | 15,987 | 18,980 |
| Standard Deviation | 918 | 771 | 813 | 1,059 |
| **North** | | | | |
| Bergen | 12,201 (62) | 15,162 (83) | 18,643 (34) | 23,938 ( 9) |
| Brookdale | 11,623 (28) | 14,830 (37) | 17,820 (12) | ------ |
| Essex | 12,275 (61) | 15,410 (45) | 18,024 (12) | 21,395 ( 3) |
| Middlesex | 11,226 (84) | 14,420 (71) | 17,126 (27) | 20,737 ( 3) |
| Morris | 11,222 (60) | 15,163 (71) | 18,580 (29) | 22,375 (10) |
| Passaic | ------ | ------ | 13,153 (20) | ------ |
| Somerset | 12,130 (15) | 13,946 (24) | 19,794 ( 5) | ------ |
| Union | 9,852 (18) | 13,434 (40) | 17,384 (24) | 21,092 ( 9) |
| Mean | 11,605 | 14,753 | 17,451 | 22,219 |
| Standard Deviation | 629 | 502 | 1,735 | 1,174 |

## Table C-9

### Comparisons of Average Salaries (1975) by Rank Between N.J. Community Colleges Located in the Northern and Southern Areas of the State

| | Instructor | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| **South** | | | | |
| Atlantic | 10,574 (17) | 14,802 (71) | 17,427 (30) | 20,476 ( 5) |
| Burlington | 12,320 (14) | 14,293 (46) | 17,865 (18) | 19,218 ( 4) |
| Camden | 11,196 ( 6) | 13,857 (60) | 16,703 (23) | 19,898 ( 4) |
| Cumberland | 13,832 (25) | 16,359 (16) | 16,383 ( 5) | 20,710 ( 6) |
| Gloucester | 13,217 (28) | 14,816 (29) | 15,998 (14) | 22,000 ( 1) |
| Mercer | 12,513 (47) | 15,050 (50) | 17,892 (20) | 20,180 ( 4) |
| Ocean | 12,042 (11) | 13,919 (29) | 17,720 (39) | 22,017 ( 6) |
| Salem | 11,902 (17) | 13,835 ( 5) | 15,034 ( 5) | ------ |
| Mean | 12,473 | 14,576 | 17,256 | 20,598 |
| Standard Deviation | 924 | 634 | 727 | 903 |
| **North** | | | | |
| Bergen | 13,040 (63) | 16,633 (85) | 20,088 (40) | 24,364 (11) |
| Brookdale | 12,740 (20) | 16,684 (38) | 20,127 (14) | 25,407 ( 3) |
| Essex | 13,048 (54) | 16,556 (41) | 19,260 (13) | 23,212 ( 1) |
| Middlesex | 12,026 (68) | 15,119 (82) | 18,430 (29) | 21,051 ( 6) |
| Morris | 11,777 (70) | 16,129 (65) | 19,274 (35) | 22,935 (13) |
| Passaic | 13,271 (14) | 17,900 ( 1) | 18,500 ( 1) | 20,900 ( 7) |
| Somerset | 13,043 (20) | 15,381 (25) | 20,520 ( 5) | 24,970 ( 5) |
| Union | 10,550 (17) | 14,707 (32) | 18,402 (31) | 23,185 ( 8) |
| Mean | 12,537 | 15,956 | 19,264 | 23,121 |
| Standard Deviation | 712 | 727 | 920 | 1,428 |

## Table C-10

### Comparisons of Average Salaries (1976) by Rank Between N.J. Community Colleges Located in the Northern and Southern Areas of the State

| | Instructor | Assistant Professor | Associate Professor | Professor |
|---|---|---|---|---|
| **South** | | | | |
| Atlantic | 11,827 (13) | 15,727 (68) | 18,052 (31) | 21,917 ( 6) |
| Burlington | 11,916 (15) | 15,399 (40) | 18,555 (18) | 20,178 ( 7) |
| Camden | 11,750 ( 3) | 15,445 (64) | 17,910 (25) | 22,333 ( 6) |
| Cumberland | 14,802 (19) | 17,416 (21) | 17,812 ( 8) | 21,750 ( 6) |
| Gloucester | 14,708 (24) | 15,937 (32) | 17,666 (18) | 19,500 ( 2) |
| Mercer | 12,562 (37) | 15,798 (49) | 18,782 (28) | 21,220 ( 4) |
| Ocean | 11,750 (13) | 15,009 (27) | 19,109 (39) | 22,607 ( 7) |
| Salem | 12,750 (13) | 14,916 ( 3) | 16,250 ( 4) | ------ |
| Mean | 12,972 | 15,560 | 18,182 | 21,353 |
| Standard Deviation | 1,224 | 599 | 614 | 1,255 |
| **North** | | | | |
| Bergen | 13,591 (60) | 17,111 (87) | 21,119 (46) | 24,618 (19) |
| Brookdale | 12,607 (28) | 16,316 (30) | 21,216 (15) | 23,083 ( 3) |
| Essex | 13,140 (59) | 17,658 (49) | 20,781 (16) | 25,250 ( 2) |
| Middlesex | 12,250 (67) | 16,430 (84) | 19,439 (40) | 22,321 ( 7) |
| Morris | 12,661 (68) | 16,992 (64) | 20,371 (37) | 24,050 (15) |
| Passaic | 11,500 (12) | 14,250 ( 8) | 19,250 ( 3) | 22,125 ( 8) |
| Somerset | 13,312 (24) | 15,883 (30) | 20,550 (10) | 27,350 ( 5) |
| Union | 10,684 (23) | 15,150 (30) | 19,176 (34) | 24,083 (12) |
| Mean | 12,694 | 16,639 | 20,243 | 24,046 |
| Standard Deviation | 813 | 749 | 783 | 1,283 |

Table C-11

## Public School Teachers Salaries by County & Year

| | 1973 | | 1974 | | 1975 | | 1976 | |
|---|---|---|---|---|---|---|---|---|
| | Salary | Rank | Salary | Rank | Salary | Rank | Salary | Rank |
| Atlantic | 10,973 | 11 | 11,703 | 11 | 12,579 | 11 | 13,521 | 12 |
| Bergen | 13,104 | 1 | 14,036 | 1 | 15,181 | 1 | 16,207 | 1 |
| Burlington | 10,787 | 12 | 11,477 | 12 | 12,535 | 12 | 13,595 | 11 |
| Camden | 10,762 | 13 | 11,443 | 13 | 12,340 | 13 | 13,324 | 13 |
| Cumberland | 10,588 | 15 | 11,208 | 14 | 11,806 | 16 | 12,739 | 16 |
| Essex | 12,190 | 3 | 12,450 | 9 | 13,734 | 6 | 14,860 | 4 |
| Gloucester | 10,477 | 16 | 11,036 | 16 | 11,978 | 15 | 13,054 | 14 |
| Mercer | 11,343 | 10 | 12,168 | 10 | 12,950 | 10 | 13,647 | 10 |
| Middlesex | 12,094 | 4 | 12,849 | 4 | 13,778 | 5 | 14,574 | 7 |
| Monmouth | 11,949 | 7 | 12,802 | 6 | 13,730 | 7 | 14,787 | 6 |
| Morris | 11,978 | 6 | 12,865 | 3 | 13,845 | 3 | 14,853 | 5 |
| Ocean | 11,785 | 9 | 12,477 | 8 | 13,299 | 8 | 14,251 | 8 |
| Passaic | 11,933 | 8 | 12,662 | 7 | 13,298 | 9 | 14,210 | 9 |
| Salem | 10,677 | 14 | 11,100 | 15 | 12,147 | 14 | 13,107 | 15 |
| Somerset | 12,048 | 5 | 12,830 | 5 | 13,824 | 4 | 14,915 | 3 |
| Union | 12,434 | 2 | 13,235 | 2 | 14,246 | 2 | 15,269 | 2 |

Source: NJEA.

## Table C-12

### Percentage Increase In Average Salary By College, Rank And Year, N.J. Community Colleges

| | Instructor | | | | Assistant Professor | | | | Associate Professor | | | | Professor | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **North** | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] | 1973 1974 | 1974 1975 | 1975 1976 | Total % Increase[a] |
| **Bergen** | 5.4 | 6.9 | 4.2 | 17.4 | 6.8 | 9.7 | 2.9 | 20.6 | 6.0 | 7.8 | 5.1 | 20.0 | 1.4 | 1.8 | 1.0 | 4.3 |
| **Brookdale** | 12.0 | 9.6 | b | 21.5 | 21.3 | 12.5 | b | 33.5 | 11.7 | 12.9 | b | 33.0 | --- | --- | b | b |
| **Essex** | 11.8 | 6.3 | .7 | 19.6 | 12.5 | 7.4 | 6.7 | 28.9 | 10.4 | 6.9 | 7.9 | 27.3 | 14.5 | 8.5 | 8.8 | 35.1 |
| **Middlesex** | 5.8 | 7.1 | 1.9 | 15.5 | 4.6 | 4.8 | 8.0 | 19.2 | 3.2 | 7.6 | 5.5 | 17.2 | .4 | 1.5 | 6.0 | 8.1 |
| **Morris** | 3.7 | 4.9 | 7.5 | 16.9 | 3.9 | 6.4 | 5.4 | 16.5 | .7 | 3.7 | 5.7 | 10.4 | 6.0 | 2.5 | 4.9 | 13.3 |
| **Passaic** | --- | --- | -13.3 | -13.3 | --- | --- | -20.4 | -20.4 | -3.9 | 40.7 | 4.1 | 40.9 | --- | --- | 5.9 | 5.9 |
| **Somerset** | 3.1 | 7.5 | 2.1 | 13.1 | -.5 | 10.6 | 3.3 | 16.8 | 6.7 | 3.7 | .1 | 10.8 | --- | --- | 9.5 | 9.5 |
| **Union** | 1.5 | 7.1 | 1.3 | 10.0 | 8.0 | 9.5 | 3.0 | 21.8 | 7.9 | 5.9 | 4.2 | 19.0 | 10.9 | 9.9 | 3.9 | 26.7 |
| **South** | | | | | | | | | | | | | | | | |
| **Atlantic** | -5.8 | 16.4 | 11.8 | 22.7 | -.8 | 6.2 | 6.2 | 25.5 | -1.4 | 17.5 | 3.6 | 19.9 | 0.0 | 17.5 | 7.0 | 25.8 |
| **Burlington** | 5.2 | 9.0 | -4.8 | 10.8 | 2.9 | 6.5 | 7.7 | 18.1 | 7.3 | 3.2 | 3.9 | 15.0 | 10.3 | 5.7 | 5.0 | 22.4 |
| **Camden** | 13.7 | 10.2 | 4.9 | 31.5 | 18.0 | 5.1 | 11.5 | 38.4 | 13.0 | 5.7 | 7.2 | 28.4 | -1.4 | 10.0 | 12.2 | 21.7 |
| **Cumberland** | 8.9 | 11.5 | 7.0 | 29.9 | 7.2 | 7.9 | 6.5 | 23.2 | 2.4 | 2.4 | 8.7 | 13.9 | 7.5 | 6.0 | 5.0 | 19.6 |
| **Gloucester** | 13.9 | 6.1 | 11.3 | 34.5 | 9.8 | 7.1 | 7.6 | 26.5 | 8.6 | 8.7 | 10.4 | 30.4 | --- | --- | -11.4 | -11.4 |
| **Mercer** | 7.3 | 8.9 | 0 | 17.3 | 6.3 | 8.1 | 5.0 | 20.6 | 8.1 | 8.3 | 5.0 | 22.9 | 4.8 | 2.6 | 5.0 | 13.0 |
| **Ocean** | 4.6 | 3.7 | -2.4 | 5.9 | -.6 | 5.4 | 7.8 | 13.0 | 7.9 | 8.3 | 7.8 | 26.2 | 3.0 | 9.0 | 2.7 | 15.3 |
| **Salem** | 8.6 | 2.0 | 7.1 | 18.7 | 5.9 | 1.9 | 7.8 | 16.3 | 5.2 | 14.3 | 8.1 | 30.0 | --- | --- | --- | --- |

---

[a] Percent increase from 1973 to 1976. b Still negotiating contract for 1976-77.

## Table C-13

## Survey Of Community College State Administrators On Salary Relationships

| Type of Control by State | Comments on Salary |
|---|---|
| I. State Control | |
| A. All Higher Ed. Bd. | |
| Rhode Island | Scales are now lower for 2-year colleges but identical salary increases maintained by Regents are narrowing the differentials. |
| Vermont | Wage increases same for all institutions. No formal scales, but salaries very similar. |
| B. Community Col. Bd. | |
| Connecticut | Aware of relationships. Far below university, somewhat below state colleges. |
| Delaware | No problems with relationship, although it is suspected that 2-yr. salaries in some areas are more than competitive with 4-yr. levels. |
| Massachusetts | The state agency has prepared a salary study for lobbying before the legislature. There is over a two-thousand dollar difference between 2- and 4-yr. salary averages. |
| Minnesota | Salary studies have been done. Legislature apparently is maintaining a differential between Univ. of Minn., state colleges and 2-yr. colleges. Some overlap at instructor level. |
| II. State & Local Control | |
| A. All Higher Ed. Bd. | |
| New Jersey | Salary studies have been done. The gap between 2-yr. colleges and the state colleges appears to be narrowing. |
| New York (SUNY, except ag. & tech.) | No salary studies--use AAUP survey. No salary relationship problem. |

## Table C-13 (continued)

### Survey Of Community College State Administrators On Salary Relationships

| Type of Control by State | Comments on Salary |
|---|---|
| B. Community Col. Bd. | |
| Illinois | They do prepare a salary summary of the community colleges each year. Will send a copy. |
| Maryland | On average, 2-yr. colleges somewhat higher than state colleges; somewhat lower, by rank, than university. |
| Washington | Salary surveys were conducted by state board for several years, although state board has no local authority in negotiations. Legislature, however, has major impact on salary levels through budget process and tends to set maximum increases. |
| C. Education Board | |
| Florida | Salaries about 2/3rds of 4-yr. institutions. |
| Kansas | Nobody has looked at it systematically; but if they did, they would find substantial overlap. No state role. |
| Michigan | Salary structure reported to be similar to 4-yr. colleges; below university level. |
| Montana | No relationship problem below 4-yr. No formal surveys conducted. |
| Oregon | No salary problem evident, although at lower ranks an overlap likely exists. |
| Pennsylvania | Salaries on average are 80 percent of senior institutions. |
| Wisconsin | No salary surveys of an extensive kind done. Not aware of relationship between 2- and 4-yr. but suspects there is overlap at bottom of 4-yr. salaries for first 2 yrs. |

## Table C-13 (continued)

## Survey Of Community College State Administrators On Salary Relationships

| Type of Control by State | Comments on Salary |
|---|---|
| III. University Related | |
| A. Branches | |
| Pa. (Penn. State & Pittsburgh) | No bargaining unit |
| Wisconsin (Univ. of Wisc.) | No bargaining unit |
| B. Autonomous Units (budget) | |
| Alaska | Unionized 2-yr. faculty received 30% increases, unorganized 4-yr. got 15%. Spread in 2-yr. is wide. Lowest 2-yr. is below the 4-yr., but the top salary exceeds even governor's. |
| Hawaii | Separate salary schedules, with lower scales for 2-yr. colleges. |
| New York (CUNY) | Workloads vary between 2- and 4-yr. institutions, but salary structure now identical. |
| New York (SUNY-ag. and tech.) | Salary increases always the same. Same salary schedule for all. |

# Appendix D

## Scope of Negotiations

## Exhibit 1

### Presence of Selected General Contract Provisions in N.J. County College Agreements

| College | Mgmt. Rights | Past Practice | Fac./bd. consult a mtg.attend | Outside Employ. | Budget Prep. | Resource Alloc. | Curriculum Chgs. |
|---|---|---|---|---|---|---|---|
| Atlantic | | X | | X | X | | |
| Bergen | X | | | | | X | X |
| Brookdale | X | | | | | | X |
| Burlington | X | X | | X | | | |
| Camden | X | | X | X | X | | X |
| Cumberland | X | X | X | X | | | |
| Essex | X | X | X | | | | X |
| Gloucester | X | | | | X | | |
| Middlesex | | | X | | X | | |
| Mercer | X | | X | | | | |
| Morris | X | X | X | | | | |
| Ocean | | X | X | | | | X |
| Passaic | X | X | | | | | |
| Salem | X | | | | | X | X |
| Somerset | | | | X | | | X |
| Union | X | | | X | | X | X |

Sources:

Contracts in force, except:
A 1972-73 agreement.
B & C 1973-76 agreement.

## Exhibit 2

## Management Rights and Past Practice Clauses

I. County College Agreements

   A) Thirteen of the 16 New Jersey agreements have specific clauses in this area.

II. New Jersey County College agreements and two year contracts for other states.

   A) Incidence of management rights clauses ranges from 88 percent to 100 percent in the contracts examined.

III. Contract Language in County College Agreements.

   A) There are many similarities among the colleges. Statements commonly include language pertaining to the following areas:

      1. Continuation of Board policies not covered by the agreement. (Past practice.)
      2. Board rights under New Jersey and/or United States laws and constitutions.
      3. Board responsibility/authority for managing and directing college operations.
      4. Management's right to promulgate rules and regulations for working conditions during the term of the agreement.
      5. Reserved rights clause.

## Exhibit 2 (continued)

### County College Management
### Rights and Past Practice Contract Clauses

Atlantic - from Article XII, Miscellaneous

F. Savings Clause

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board enforced on such date, shall continue to be so applicable during the term of this Agreement...

Bergen - Article IV, Board Rights and Responsibilities

The Association recognizes that the Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

Brookdale - from Article IV, Association - Faculty Member - Board Relationship

L. Board Rights and Responsibilities. The Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

Burlington - Article III, Management Rights and Responsibilities

A. The Board retains to itself and its appointed managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.

B. Nothing contained in this Agreement, except those items referred to or specifically identified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures including the contract agreement between the Board and the Association, not to perform their responsibilities as custodians of the properties of the College nor to exercise their judgement and decision action to the extent that such actions are not in contravention of the laws of Constitution of the State of New Jersey or of the United States of America.

Cumberland - Article XII, The Board of Trustees Rights

A. The Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

B. Any of the rights, powers or authority of the Board had when there was no collective bargaining representative or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement.

C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

*Camden* - from Article 3, Section 3.21, Federation - Board Relations and Rights

3.21 The Federation, being the majority representative of the faculty of Camden County College, shall be entitled to act for and to negotiate agreements covering all employees in the unit, and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership. Proposed new rules or modifications of existing rules or policies governing working conditions shall be negotiated in good faith with the majority representative before they are established. *The Board of Trustees has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement* (emphasis supplied).

2

*Essex* - from Article IX, Board Rights

10-1 Notwithstanding any provision of this Agreement the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

10-2 Notwithstanding any provision of this Agreement the Board retains all rights, powers or authority exercised by the Board which has not been specifically abridged or modified by the Agreement.

10-3 The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the terms and conditions of this Agreement and Public Law 303.

*Gloucester* - from Article II, Rights of Parties

2.1 *Right to Organize*

Nothing contained herein shall be construed to deny or restrict the rights of members of the teaching staff under the New Jersey Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. *However, the Board retains all rights not specifically conferred upon the Federation* (emphasis supplied).

*Mercer* - from Article III, Rights of the Parties

K. The Association recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. *The Board retains and reserves all rights of management and control of the College not limited by this agreement* (emphasis supplied).

Morris - from Article XX, Board Rights and Responsibilities

A. The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Ocean - from Article II, Negotiation Procedure for Future Agreements

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Trustees in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any faculty benefit existing prior to its effective date.

Passaic - Article IV, Management Rights

4.1 The Board retains and reserves unto itself all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.

4.2 All such rights, powers, authority and prerogatives of management possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, law 68, as amended by Chapter 123, Public Laws of 1974, and except as they are specifically abridged or modified by this Agreement.

Salem - Article III, Rights and Responsibilities of the Board

1. Subject to the provisions of this Agreement and except as expressly provided otherwise by this Agreement, the Board and the President reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to supervise and manage the College and its professional staff, to determine and administer education policy, to operate the College and to direct the professional staff, and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the President under governing laws and rules and regulations as set forth in the laws of the State of New Jersey and the United States.

Union - Article VI, Board Rights

1. The management of the College is vested in the Board except as otherwise limited by the terms and conditions of this Agreement.

2. Notwithstanding the Rules and Regulations of the Board, the Faculty Handbook, and the Faculty By-Laws, the authority or responsibility of the faculty to act is as provided in this Agreement.

3. Nothing contained in this Agreement shall be construed to limit the freedom of the Board or its agents to deal with governmental agencies, external educational associations, accrediting agencies, and professional organizations, such as the national office of the American Association of University Professors, provided, however, that this dealing shall not repeal, rescind or be otherwise inconsistent with the terms and conditions of this Agreement.

## Exhibit 2 (continued)

### Incidence of Management Rights
### Past Practice Clauses in
### New Jersey County College Agreements

| | Management Rights | Past Practice |
|---|---|---|
| Atlantic | | X |
| Bergen | X | |
| Brookdale[1] | X | |
| Burlington | X | X |
| Camden | X | |
| Cumberland[1] | X | X |
| Essex | X | X |
| Gloucester | X | |
| Middlesex | | |
| Mercer | X | |
| Morris | X | X |
| Ocean | | X |
| Passaic | X | X |
| Salem | X | |
| Somerset | | |
| Union | X | |

[1] These agreements expired in 1976.

Source: County College Agreements currently in force.

Exhibit 2 (continued)

### Percentage Incidence of Management Rights Clauses in Community College Agreements From Six States

| | | | |
|---|---|---|---|
| New Jersey | (N=16) | 88%[1] | (14/16) |
| New York | (N=16) | 81% | (13/16) |
| Pennsylvania | (N= 6) | 100% | ( 6/ 6) |
| Massachusetts | (N= 3) | 100% | ( 3/ 3) |
| Michigan | (N=15) | 100% | (15/15) |
| Washington | (N= 6) | 100% | ( 6/ 6) |

[1] Includes Atlantic and Ocean County past practice clause.

Sources:

New Jersey: Current collective bargaining agreements.

All other states: Massachusetts Board of Regional Community Colleges Collective Bargaining in Public Community Colleges: A Survey of Relevant Contract Provisions From 84 Professional Contracts Covering 120 Institutions, Spring 1975, pp. 94-97.

Exhibit 2 (continued)

## Incidence of Commonly Employed Management Rights/Past Practice Contract Language, New Jersey County College Agreements.

| | (1) | (2) | (3) | (4) | (5) |
|---|---|---|---|---|---|
| Atlantic | X | | | | |
| Bergen | | | X | | |
| Brookdale | | X | X | | |
| Burlington | X | X | X | | |
| Camden | | X | X | | |
| Cumberland | X | X | | X | |
| Essex | X | X | | X | X |
| Gloucester | | | | | X |
| Middlesex | | | | | |
| Mercer | | X | X | | X |
| Morris | X | X | X | | |
| Ocean | X | | | | |
| Passaic | | X | | | X |
| Salem | | | | X | X |
| Somerset | | | | | |
| Union | | | X | | |

KEY

(1) Continuation of Board policies not covered by the agreement (past practice).

(2) Board rights under New Jersey and/or United States laws and constitutions.

(3) Board responsibility/authority for managing and directing college operations.

(4) Management's right to promulgate rules and regulations for working conditions during the term of the agreement.

(5) Reserved rights clause.

## Exhibit 3

## Educational Policy

I. New Jersey

A. Thirteen of the county college contracts (81 percent) contain some language which involves the faculty in the process of educational policy-making. The summarizations below examined the appropriate sections of these agreements:[1]

1. Bergen-Faculty members can be asked to make a "major educational effort." If they are so asked, the association shall be requested to give an advisory consultation.
2. Brookdale-Faculty makes extensive recommendations regarding educational policy, including curriculum development, as members of "Functional Teams."
3. Burlington-Instructional development responsibilities are discussed in regard to the faculty load formula. Determination of course content is held to be the instructor's responsibility.
4. Camden-The agreement states that a mutual aim of the parties is providing quality higher education. Once educational policy is established, however, determination of curriculum and procedures of student instruction falls primarily to the faculty. Duties include text and teaching material selection, and "those aspects of student life which relate to the educational process subject to the powers of the Board and the Department of Higher Education..."
5. Cumberland-Course texts and materials will be selected by the instructor in conjunction with the department

head. These decisions are subject to approval by the Dean of Instruction.

6. Essex-New curricula, programs, and courses (or changes in existing ones) shall generally be initiated by an academic department through the departmental curriculum committee. Proposals forwarded to and approved by the College Curriculum Committee are reviewed by the Board of Trustees who may approve or disapprove. A similar procedure is set forth for administrative initiated proposals.
7. Gloucester-Faculty members select course texts subject to the approval of the President or his/her designated representative.
8. Mercer-The role of the faculty is identified in part as coordinating and designing courses of instruction and programs of study. Faculty role in college governance is acknowledged. While recognizing the validity of faculty recommendations concerning instructional mode, class size, and instructional materials, the ultimate determinations in these areas must fall within guidelines determined by the Board. There is a section on faculty duties in the grading of students.
9. Middlesex-Texts are chosen by faculty members with the Department Chairperson's approval.
10. Ocean-Course preparation is listed as one of the "Conditions of Employment." Related responsibilities include development, periodic review, and revision

of conventional courses of instruction.

11. Salem-Determination of course content, goals, and learning objectives, including appropriate learning materials and methods of presentation, are considered to be faculty responsibilities subject to curriculum determination by the Curriculum Committee of the college. A statement of grading procedure is also included.

12. Somerset-Under the workload article, which discusses faculty team point requirements, "special preparation and curriculum projects" is a subheading. The section states in part, "Credit here is granted for fundamental curriculum work that involves conceptualizing, designing and preparing a new course or revising an old course."

13. Union-Article XIX, Powers and Organization of the Faculty, begins as follows: "...The faculty shall have primary responsibility for decision in areas of students' admission requirements, curriculum of courses and/or laboratories offered through departments, subject matter of and methods of instruction in courses and/or laboratories offered through departments, research, and those aspects of student life which relate to the educational process." Faculty advice in these areas is to be solicited prior to decision-making. Should the President make a different decision, the appropriate Board committee may be called in as the final arbiter.

In this regard, the contract states, "The faculty expects that with respect to this dispute the power of final decision which is lodged in the Board will be exceeded adversely only in exceptional circumstances."

B. The New Jersey State College agreement's employee rights article makes one statement bearing upon educational policy, "Textbooks and other teaching materials shall be selected by faculty members consistent with the resources, objectives and procedures of the department or equivalent academic unit and the academic program of the College."[2]

II. The National Perspective

A. ACBIS' 1973 survey of 131 contracts listed the findings below as one of the governance items in the agreements:[3]

New Courses/New Programs/Curriculum

| Level of Contract / Number | 2-yr. Colleges | Colleges | Universities | Total | 2-yr. colleges as % of Total |
|---|---|---|---|---|---|
|  | 41 | 5 | 1 | 47 | 87 |

Notes

1. New Jersey County College Contracts in force.
2. Agreement between the state of New Jersey and the Council of New Jersey State College Locals NJSFT-AFT, AFL-CIO, May 11, 1976-June 30, 1978, p. 13.
3. John Andes, "Developing Trends in Content of Collective Bargaining Contracts in Higher Education",ACBIS Special Report #6, 1973 p.3

## Exhibit 3 (continued)

## Contractual Factors in Educational Policy at the County Colleges

| | Indication of Policy Impact | Curriculum Development | Course Content/texts | Faculty Decisions Subject to Review |
|---|---|---|---|---|
| Atlantic | No | | | |
| Bergen | Yes | | | |
| Brookdale | Yes | X | | |
| Burlington | Yes | | X | |
| Camden | Yes | X | X | X |
| Cumberland | Yes | | X | X |
| Essex | Yes | X | | X |
| Gloucester | Yes | | X | X |
| Mercer | Yes | X | X | X |
| Middlesex | Yes | | X | X |
| Morris | No | | | |
| Ocean | Yes | X | X | |
| Passaic | No | | | |
| Salem | Yes | | X | X |
| Somerset | Yes | X | | |
| Union | Yes | X | X | X |

Exhibit 4

## Academic Freedom

I. Scope of Contractual Language at the County Colleges

A. One of the 16 county colleges, Passaic, lacks a contractual academic freedom provision. For the 15 colleges with statements, variation is great. They range from Middlesex's short assertion that, "Members of the bargaining unit shall be guaranteed academic freedom,"[1] to a lengthy discussion in the Burlington agreement covering the philosophy of academic freedom and the faculty member's rights therein as a teacher, colleague, member of the institution and the community.[2] Camden's agreement, in addition to outlining applicable principles of academic freedom, binds the faculty through a Professional Code of Ethics, "... to promote conditions of free inquiry and to further public understanding of academic freedom."[3]

B. Factors Comprising Academic Freedom Clauses

1. Three types of academic freedom are prevalent in the 15 clauses: research and publications, classroom/teaching, and statements and actions as private citizens.
2. AAUP influence is clear. Three colleges cite either the AAUP Declaration of Academic Freedom or the 1940 Statement of Principles on Academic Freedom; six other agreements clearly base their statements on the AAUP Declaration of Academic Freedom without acknowledgement and with minor, stylistic variation. Therefore, 60 percent (9/15) of

the colleges with language in this area share substantially similar academic freedom clauses.

## II. Trends in Academic Freedom

A. ACBIS' 131 contract study of "Developing Trends in Contents of Collective Bargaining Contracts in Higher Education" (Andes 1973, p. 4) found the following incidence of academic freedom clauses:

| Total Incidence | 2-year Colleges | University | College | 2-year College as % of Total |
|---|---|---|---|---|
| 88 | 68 | 6 | 14 | 77% (68/88) |

B. Monroe (1972, pp. 256-260), in his Profile of the Community College makes these observations about academic freedom in two-year institutions:

1. "As community colleges become more and more a part of higher education and become more inclined to want the attributes of university teachers, community college teachers will insist on guaranteed academic freedom." (p. 256)
2. Academic freedom is not an unlimited right. The AAUP, for example, gives the teacher the right to present information in search of truth while obligating that teacher to present all of the truth. (p. 257)

Notes

[1] Agreement between the Board of Trustees of Middlesex County College and the Faculty Organization of Middlesex County College, Local 1940, AFT, AFL-CIO, 1976-1977, p. 7.

[2] Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Faculty Association, July 1, 1975 to June 30, 1978, pp. 56-60.

[3] Agreement between Board of Trustees of Camden County College and Camden County College Faculty Association Affiliated as Local 2324, American Federation of Teachers (AFL-CIO), 1975-78, p. 12.

Sources

John Andes, Special Report #6, "Developing Trends in Content of Collective Bargaining Contracts in Higher Education," Academic Collective Bargaining Service, 1973.

Charles R. Monroe, Profile of the Community College (Jossey-Bass Inc., San Francisco), 1972, pp. 256-260.

Exhibit 4 (continued)
Factors Included in Academic Freedom Clauses

| | General Statement | AAUP Cited | Research & Publications | Classroom/ Teaching | Private Statements | Comments |
|---|---|---|---|---|---|---|
| Atlantic | | | X | X | X | Although not stated, AAUP Declaration of AF (w/minor variation) |
| Bergen | | X | X | X | X | Quotes AAUP 1940 Statement of Principles on Acad. Freedom & Tenure Violations Subject to GP |
| Brookdale | X | | X | X | X | |
| Burlington | X | | X | X | X | Lengthy code of ethics accompanies Academic Freedom |
| Camden | | | X | X | | No censorship of library material, faculty can select own texts & visual aids |
| Cumberland | X | | X | X | X | Although not stated, AAUP Declaration of AF |
| Essex | X | | X | X | X | Not stated, but variation on AAUP Declaration of AF |
| Gloucester | | | X | X | X | Not stated, but variation on AAUP Declaration of AF |
| Mercer | X | | X | X | X | Not stated, but variation on AAUP Declaration of AF |
| Middlesex | X | | | | | |
| Morris | X | | X | X | X | No unrelated controversial matters in clsrm. AF extends to student advisement & lecture participation. |
| Ocean | | X | | X | X | AAUP Decl. of AF reprinted in full |
| Passaic | Not mentioned | | | | | |
| Salem | X | | | | | AF not specifically discussed in Art. V "Acad. Freedom, Rights & Responsibilities" |
| Somerset | X | X | X | X | X | AAUP 1940 Statement of Principles on AF & Tenure is the touchstone |
| Union | | | X | X | X | Not stated, but slight variation on AAUP Declaration of AF |

## Exhibit 5

## Evaluation

I. Evaluation Procedure

A. Thirteen colleges (81%) included some aspects of an evaluation procedure in their agreements.

1. These procedures range from Atlantic and Passaic with highly structured contractual procedures, to Burlington, whose contract prescribes a pre-evaluation conference at which the faculty member and Division Chairperson mutually agree to the actual procedure to be employed.
2. Bergen, Cumberland, and Gloucester have no contractual evaluation procedure.

B. Six procedural elements found most often in the agreements are outlined on page 217. They are mentioned in the county college agreements (as either required or optional) with the following frequencies:

1. Observation - 50% (8/16)
2. Student Evaluation - 56% (9/16)
3. Peer Evaluation - 44% (7/16)
4. Self Evaluation - 44% (7/16)
5. Supervisor's Evaluation - 56% (9/16)
6. Evaluation Conference - 56% (9/16)

C. Tenured faculty

1. Burlington and Salem make no distinction between tenured and nontenured faculty for evaluation purposes.
2. The following colleges utilize the same procedure for tenured and nontenured faculty, but on a different timetable:
    a) Atlantic - Whereas nontenured faculty have student

evaluations and an evaluation summary once a semester with yearly self-evaluations and conferences, tenured faculty have yearly student evaluations, conferences with their department chairpersons. Every five years, tenured faculty have a comprehensive evaluation including student, self, supervisor, and peer (optional) evaluations; chairpersons conferences; in class visits and observations.

b) Cumberland - Same procedure; nontenured once a semester, annual tenured evaluation.

c) Essex - Same procedural elements. Nontenured yearly, tenured once every three years.

d) Mercer - Formal evaluation visits are undertaken twice a year for nontenured faculty and biennially for tenured faculty.

e) Middlesex - Nontenured twice yearly; tenured annually

3. Camden and Salem procedures appear to include tenured faculty:

a) Camden - tenured faculty not specifically mentioned, but in regard to evaluation, a portion of the contract states, "All evaluation of the professional activities of the faculty shall be in writing." (Emphasis supplied.)

b) Salem - no distinction is made. The contract speaks of "instructional personnel" and "staff member(s)."

4. Union's evaluation language concerns tenured faculty insofar as it is a basis of promotion decisions.

## II. Evaluation Criteria

Of the 13 county colleges with contractual evaluation procedures, 7 of these (54 percent, 7/13) discuss evaluation criteria to be employed by their college.

A. Burlington - No specific criteria, but faculty member and division chairperson are directed to mutually determine the form of the evaluation, and criteria and methods of evaluation.

B. Camden and Cumberland - Criteria are the same for evaluation and promotion:

1) Teaching effectiveness; 2) scholarly achievement;
3) student counseling; 4) professional development;
5) contribution to campus life. (Cumberland only, mastery of subject matter.)

C. Essex - Evaluation process used to improve instruction and aid in promotion/retention decisions, therefore will consider entire length of service at the college. Effective teaching is named as the most important element, but professional development, community service, additional contributions to the college and professional organizations will also be considered.

D. Mercer - in regard to the self-evaluation, each faculty member yearly submits a proposed list of "personal objectives."

E. Morris - Criteria are listed: teaching effectiveness; departmental or institutional service; administrative effectiveness; relevant community service; scholarly achievement; professional growth - but they are not the only criteria which may be used.

F. Union - Criteria for promotion are discussed in the evaluation context. These vary with faculty rank, for example, instructors must show excellence in teaching and related student contacts, while candidates for assistant professorships must have this same quality plus college service, satisfactory performance of faculty duties, and contributions to college or professional development.

III. Observation

A. In-class visitation is the most prevalent form of observation in New Jersey, employed, though not necessarily exclusively, by all eight colleges with observation procedures:

1. Atlantic - Immediate supervisor makes first visit at a mutually agreed time. Later observations may be conducted by department chairperson, division chairperson, area coordinator, and other appropriate administrators.

2. Camden--Vice President of Academic Affairs and/or appointees conduct classroom visitation. Effort to have 36 hours notice before the visit.
3. Essex--Two forms of class observation, both to be conducted yearly, between October 15-January 30:
   a) Department chairperson
   b) Peer--someone with at least two years experience at the college.
4. Mercer--A formal evaluation visit may be attended by one or more evaluators at a single meeting of a class--be it lecture, seminar, laboratory, or studio.
5. Middlesex--There is a limitation of four consecutive hours to observations by administrators of any faculty member; however, it is not clear as to whether this refers to a classroom observation.
6. Morris-"Class observation is a facet of the administrative portion of the evaluation process. Tenured faculty members must be given notice of the approximate time that classroom visits will take place."
7. Passaic--Two forms of class observation:
   a) Dean of the College or designee
   b) Peer observation and evaluation. Same two year requirement as Essex.

8. Salem--Instruction performance, one of the three evaluation areas, includes "actual student-faculty contact in an instructional situation."

B. National Practice in this area has been analyzed by The National Center for the Study of Collective Bargaining in Higher Education (1976).[1]

1. Eighty-three two year public college contracts were reviewed nationally, of which 24 (29%) mentioned class observations.

2. On a regional basis, the incidence of contracts with observation clauses is as follows:
   a) East----16 (42% =16/38)
   b) Midwest--5 (14% =5/35)
   c) West-----3 (30% =3/10)

3. A comparison can be drawn with the eastern sample and the county colleges, in this area:

Percentage Incidence of Contractual Observation Clauses:

| NCSCBHE Eastern Region Sample (1976)[1] | New Jersey County Colleges[2] |
|---|---|
| 42% (16/38) | 50% (8/16) |

---

[1] Two-Year College Contract Data-Observations, Classroom Observation and Visitations, The National Center for the Study of Collective Bargaining in Higher Education, Vol. 4 No. 3, May/June 1976.

[2] Most recent New Jersey County College agreement.

## Exhibit 5 (continued)
## Procedural Elements of Nontenured Faculty Evaluation

| | Observation | Student | Peer | Self | Supervisor[1] | Conference | Remarks |
|---|---|---|---|---|---|---|---|
| Atlantic | X | X | O | X | X | X | |
| Bergen | | | | | | | |
| Brookdale | | O | O | | X | X | |
| Burlington | | | | | | (Pre-eval) X | Object,meth,criter agreed by fac. & Div. Chpsn. |
| Camden | X | O | | O | X | X | |
| Cumberland | | | | | | | Evaluation required for promotion |
| Essex | X | X | X | X | X | | |
| Gloucester | | | | | | | Evaluation required for promotion |
| Mercer | X | X | | X | | | |
| Middlesex | X | | O | | X | X | |
| Morris | X | X | X | X | X | X | |
| Ocean | | | | | X | | |
| Passaic | X | X | X | X | X | X | |
| Salem | X | O | | O | | (Pre-eval) X | Fac. mem. course outlines & prep. will be examined |
| Somerset | | | | | X | X | |
| Union | | X | X | | | | Evidence of service to college &/or community req. |

Source: New Jersey County College collective bargaining agreements in force.

KEY: X=required procedure,
O=optional procedure.

[1] NOTE: Supervisor, in the form of Department or Division Chairperson, or similar, may also participate in the observation or conference aspects of the evaluation process.

Exhibit 6

Workload

I. Teaching Contact Hours[1]

A. Standard teaching load in New Jersey is 30 contact hours for 10-month faculty

1. Some variation in stated maximums is specified in particular disciplines, for example:

   a. Salem - career course, 33 CH yearly.

   b. Middlesex - teachers of more than one English composition section limited to 27 contact hours within that year; other limitations concern physical education activity or health education courses and typing labs.

2. Three agreements do not include standard language concerning contact hour guidelines:

   a. Brookdale - Faculty is organized on a team teaching basis. Maximum individual teaching load, expressed as 450 Student Credit Hours per semester, (225 in a short term) is determined by dividing the total load of the team by the number of full time equated faculty. Should workload exceed this amount, overload is paid on the basis of eight dollars ($8.00) per credit hour per full-time equated faculty member.

   b. Burlington - student contact is one of the stated components in a point-based, "Faculty Load Formula"

   c. Somerset - workload calculated on the basis of point formula.

II Overload as related to base contact hour requirements[1]

Two types of overload assignment can be distinguished in the county college agreements:

1. All the colleges give their faculties first option on available overload assignments for day, evening, summer, or other short terms before adjunct faculty is hired.

2. Overload (overtime?) opportunities exist in the contact hour requirements at the following colleges:
   a. Atlantic - a greater load than the base requirement of 30 contact hours will be paid at the overload rate.
   b. Brookdale - overload paid for student credit hours over the stated maximum.
   c. Burlington - if the total points accumulated for teaching load exceed the basic point requirement, the faculty member is paid an overload rate determined by the agreement.
   d. Essex - for the 1976-77 academic year, faculty may request a 33 credit hour load. If assigned, they will be paid at the rate of 1.1 times their salary rate. Any additional assignment is paid at the stated overload rate. (In 1977-78, this option will apply to a 36 credit hour load, to be paid at 1.2 times the faculty member's rate).
   e. Middlesex - can voluntarily assume overload during the college day. Compensation will be paid at the rate of 6 2/3 percent of regular salary for each hour of overload.
   f. Mercer - the contractual faculty workload article states, "All faculty members must work [at least] a full normal load, even if an overload (compensated for at the overload rate) is mandated to achieve this normal load."
   g. Passaic - the contract states, "A faculty member who teaches more that 350 students over two semesters shall receive a payment of $10.00 per student for each student over 350."

III. Comparative Community College Workload Data

A. Pennsylvania (N=14)[2]

1. 30 semester hours is the full time teaching load per year for 13 of the colleges.
    a. The remaining college is reported at 24 credit hours yearly.
    b. Three of those listing 30 semester hours, do so in conjunction with another measure:
        1) or 50 contact hours,
        2) or 34 contact hours,
        3) or 8 preparations.
2. Seventy-nine percent (11/14) have five office hours per week. The other three are:
    a. Two (14%), six hours weekly
    b. One (7%) does not have a specific requirement. "Individual decision" is indicated.

B. New York[3] (N=17)

1. Nine colleges reported actual contact hour data. Of these, the average is 16 CH per semester.
2. Eleven colleges reported an average of five (5) minimum office hours per week.

C. Massachusetts[3] (N=3)

1. The maximum credit hours is uniformly 15.
2. Sixty-seven percent (2/3) of the colleges have a minimum of five office hours per week.

D. Michigan[3] (N=15)

1. Minimum/maximum ranges for seven colleges were analyzed. Sixteen (16) contact hours is the average standard

semester workload.

2. The average of reported (nine colleges) minimum office hours per week is 5.2.

## Sources

1. Most recent New Jersey County College agreements.
2. Fifth Annual Survey: Salaries, Fringe Benefits and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges. 1975-76. Survey conducted by James H. Campbell, Dean of Administration, Lehigh County College, p. 16.
3. Massachusetts Board of Regional Community Colleges, Collective Bargaining in Public Community Colleges: A Survey of Relevant Contract Provisions From 84 Professional Contracts Covering 120 Institutions, Spring 1975, pp. 31-41.

Note: Actual overload rates referred to in Section II, can be obtained from Bargaining History - Contact Summaries New Jersey Community Colleges 1968-77.(Part III, Other Compensation).

## Exhibit 6 (continued)
## Workload Components

| | Contact Hours per year | Office Hours per Week | Preps. per Semester |
|---|---|---|---|
| Atlantic | 30 | 3 | 3 max. |
| Bergen | 30 | 4 | 3 max. |
| Brookdale | max. 360 student credit hrs./term | - | - |
| Burlington | workload formula | 5 | over 3, gets extra points in formula |
| Camden | 30[a] | 4 | 2 |
| Cumberland | 36 | 1/day | - |
| Essex | 30 | 5 | 2 |
| Gloucester | 15/sem. | 5 | - |
| Middlesex | 30 | 5 | 3 max. /sem.<br>(5 max. /yr.) |
| Mercer | 30-36[b] | 5 | |
| Morris | 30<br>(lab courses vary) | - | - |
| Ocean | 30 | 5 | 3 (max. assigned) |
| Passaic | 30 | 6[c] | 3 (max. 4/yr.) |
| Salem | 30<br>(Career Course=33) | - | - |
| Somerset | Components assigned point values on basis of workload formula. | | |
| Union | 15/sem. | 2 min. | 3 max. |

Source: Most recent County College Agreements.

---

[a] Max. 36/year for faculty in Secretarial Science, Science Technology, and Physical Education.

[b] Load dependent upon whether theory Lecture/Seminar/recitation, or laboratory classes. Values of types and combinations thereof set forth in contract. Number of student contact hours may also decrease load.

[c] 2 hours/week, office appointments; 4 hours/week, student consultation.

Exhibit 7

## Reduction in Force

### I. R.I.F. Provisions in the County Colleges

Sixty-three percent (10/16) of the county college contracts contain retrenchment clauses. Language and substance vary, but four main elements can be identified, although each may not be present in every instance:

- A. Reasons for Retrenchment
    1. Nine of the ten colleges outline reasons for R.I.F. actions.
    2. Commonly cited are: financial exigency, educational considerations (including curriculum revisions and program discontinuation), and reduced student enrollment.
- B. Layoff Procedure
    1. Nine colleges include this aspect. Generally inverse order of seniority is used.
    2. Some specifically state that nontenured faculty must be retrenched first. Atlantic and Camden also mention that part-timers and adjuncts should be retrenched before full-time faculty.
    3. Methods of determining relative seniority are vague. Discipline, department, specialty, and so on are mentioned as criteria in four contracts. Atlantic cited qualifications as an additional measure in retrenching tenured faculty.

C. Notice Provisions

Only half (50 percent) have written notice procedures into their agreements.

1. Atlantic and Morris require notice to the faculty association only.
2. Mercer must notify the faculty association first, then affected faculty.
3. Ocean will give tenured faculty 60 days notice if possible.
4. Union informs nontenured faculty on the basis of reappointment and promotion provision, while tenured faculty receive a year and a half's notice.

D. Reinstatement/Reemployment Rights

1. All the colleges except Mercer have contract language in this area.
2. Up to two years preferential rehire rights is the norm. There is variation, depending upon tenure status.
3. Atlantic, Burlington, and Mercer characterize retrenchee status as "leave of absence without pay."

II. New Jersey Compared to National Practice

A. Limited data are available for interstate comparison

A 1974 study[1] found 52 percent of a sample of 115 public two-year agreements, contained retrenchment clauses.

B. National Center for the Study of Collective Bargaining in Higher Education data (1974) indicates interstate similarities in criteria for retrenchment:

1. Financial exigency and reduced student enrollment are the main reasons for R.I.F.
2. Sixty-two percent (37/60) of the retrenchment clauses contain no minimum faculty notice provision. A similar proportion, 69 percent of the county college agreements, also omit notice provisions.
3. Seniority is recognized as the determining factor in most retrenchment provisions. A lack of specificity in defining seniority is also identified.
4. Two-year recall lists are most prevalent, but, as in the county colleges, there was wide variation.

---

[1] "Retrenchment Clauses in College Contracts," The National Center for the Study of Collective Bargaining in Higher Education Newsletter, Vol. 2, No. 4, Sept./Oct. 1974, p. 8.

Note: All New Jersey data obtained from the most recent county college agreements.

## Exhibit 7 (continued)

### Presence of Reduction-in-Force Clauses in N.J. County College Agreements

| College | Presence in Agreement | Retrenchment | Layoff Procedure | Notice Provision | Reinstatement/ Reemployment Rts. |
|---|---|---|---|---|---|
| Atlantic | Yes | X | X | X | X |
| Bergen | Yes | X | X | - | X |
| Brookdale[1] | Yes | X | X | - | X |
| Burlington | Yes | X | X | - | X |
| Camden | Yes | X | X | - | X |
| Cumberland[1] | No | - | - | - | - |
| Essex | No | - | - | - | - |
| Gloucester | No | - | - | - | - |
| Middlesex | Yes | - | - | - | X |
| Mercer[1] | Yes | X | X | X | - |
| Morris | Yes | X | X | X | X |
| Ocean | Yes | X | X | X | X |
| Passaic | No | - | - | - | - |
| Salem | No | - | - | - | - |
| Somerset | No | - | - | - | - |
| Union | Yes | X | X | X | X |

---

[1] These agreements expired in 1976 and are the most recent available.

Source: County College Agreements currently in force.

Exhibit 8

## Technology and the County College

I. Patent and Copyright Agreements.

Who retains the rights to audio and video tapes, computer programs, books, inventions, and similar, created by a county college faculty member?

A. County college contract provisions.

Six colleges have language relating to the issue:

1. Brookdale-
    - a) Sole faculty ownership, except:
        - 1.) If project is developed or executed while on release time, college is entitled to joint property rights, including any royalties or commission, until its expenses are reimbursed.
    - b) Regardless of property rights, unrestricted use of the book, teaching aid, equipment, etc. is retained in perpetuity by the college.
2. Camden-
    - a) Concerns material created by a faculty member or including his/her voice or image.
    - b) Terms and conditions of production are negotiated by the Board and employer when,

Board desires a bargaining unit member to make a tape or produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program" (Section 9.13 Voice and Image Reproduction).

3. Mercer-
    a) Board permits copyright in faculty members' names where instructional materials are developed individually, at no cost to the college.
        1) Board retains right to use the instructional material in its college courses when they are prepared at its expense.
    b) If materials produced where workload reduction, overload, or supplemental contract awarded, parties determine in advance whether the materials will be Board or jointly owned.
        1) Board owned- Board holds the copyright and determines whether the materials will be published, licensed, or distributed. Author(s) gets a percentage of any selling or licensing price.

    2) Jointly-owned---copyright jointly held and publication, sale, licensure, and distribution decisions will be mutually arrived at.

4. Middlesex-
    - a) When the Board wants a unit member to make a tape or produce a computer program, the Board and member will negotiate all terms.

5. Ocean-
    - a) If invention, discovery, writings, or other instructional materials are developed on the faculty member's own time, with own resources:
        - 1) Sole faculty ownership is retained,
        - 2) but, faculty applies for review of ownership claim by "College Patent and Copyright Committee."
    - b) Joint development of invention, discovery, writing, or other instructional material in course of normal college work, means joint ownership by faculty and college.

6. Salem-

Contract discusses property rights to books written, teaching aids developed, and equipment designed or invented by a faculty member.

a) Work done independently by faculty member remains with him/her and the college has no right to the material.

b) For work developed in conjunction with the college, either by assignment, or through use of college facilities, the faculty member retains ownership subject to college rights and privileges:

1) Can use material for its academic program (or in exchange with other academic institutions).

2) College is reimbursed to the extent of its contribution.

c) Any profits or royalties (beyond reimbursement, see b-2 above) are property of the faculty member.

B. A 1973 report by the Academic Collective Bargaining Information Service, analyzing 131 contracts of all college levels nationwide, lists Publication, Development Rights, Copyright and Patent as a contract governance item. This item was identified at only six colleges, all of them community colleges.[1]

II. Introduction of automated teaching methods into the college.

A. Monroe predicts that more use will be made of programmed learning methods, audio-tutorial techniques, and "a host of electronic teaching media," primarily as a supplement to traditional methods. He also states that the more teachers organize into professional groups, the more they will resist this trend towards automation.[2]

B. Two New Jersey county colleges have relevant contract items in this area:

1) Middlesex-

a) The contract favors maximizing the benefits of advancing technology by using audio or video tapes or computer programs, or similar with the proviso that the number of teaching positions existing in May 1976 not be reduced by their use.

b) Any change in methods of teaching are reviewed by a union-college committee whose decisions on whether or not new technology will be introduced are binding within the terms of the agreement.

2) Passaic

a) Section 15.5 of the agreement states:

" In the event the college should, in the future, decide to establish new and/ or innovative teaching concepts (e.g. mass lectures, closed circuit T.V., etc.) this matter shall be subject to renegotiation."

Sources

[1] John Andes, Special Report #6, Developing Trends in Content of Collective Bargaining Contracts in Higher Education, Academic Collective Bargaining Information Service, 1973.

[2] Charles R. Monroe, Profile of the Community College (San Francisco: Jossey-Bass, 1972), p. 393.

Note: All New Jersey data from County College Contracts in force.

## Exhibit 9

# Health & Welfare Benefits at the County Colleges

I. The Statutory Context

A. General Statement of coverage for County College employees New Jersey Statute Title 18A:64A-3

1) County college teaching staff, employees and administrative officers other than the president, "Possess all the rights and privileges of teachers employed by local boards of education."

II. Contractual Provisions (accompanying table covers this exhibit)

A. Hospitalization/Major Medical Insurance

1) Fifteen of the 16 colleges offer this coverage through their agreements.

a) The remaining contract, for Morris College, states that "The college shall continue all existing insurance benefits which affect faculty members." This agreement alone makes no clear contractual mention of health care insurance.

2) All 15 colleges offer joint employee-dependent coverage.

B. Retirement/Pension

1) This benefit is guaranteed by New Jersey Statute (see above), regardless of contractual provision. It may be offered to teaching faculty in the

following forms:

- a) Teachers' Pension and Annuity Fund
- b) Public Employees Retirement Fund
- c) An Alternate Benefit Program (as provided by Title 18A:66-154).

2) Five contracts mention pension and/or retirement benefits in their agreements.

C. Sick Leave

1) 18A:30-2 mandates a minimum of ten school days sick leave in any school year for employees of local school boards. The minimum is applicable to county college staff under 18A:64A-3 (see I above).

   - a) Fifteen colleges, excepting Union, have contractual sick leave provisions identifying time limits.
   - b) Of these 15, only 2 guarantee more than the 18A minimum of 10 days for 10 months:
     1. Bergen - 15 days for 10 months<br>16 days for 12 months
     2. Brookdale - 1½ days per month.

2) Payment for service connected disability - 18A:30-2.1

   - a) Full salary is to be granted for absences resulting from personal injury incurred in a job-related accident for periods of up to one year, without being charged to sick leave.

b) Such salary payments will be reduced by any workmen's compensation award for temporary disability.

D. Maternity Leave (See Exhibit 10)

1) Fifteen of the 16 colleges have contractual provisions regarding maternity leaves.

E. Dental Plan

1) Five colleges, 31 percent, offer some dental option.

a) In only two cases, Essex and Somerset, the college pays for this benefit (employee only).

b) The remaining three contracts at Gloucester, Mercer, and Ocean establish an administrative framework for an optional program whose cost is to be borne by the employee.

F. Workmen's Compensation

1) New Jersey State at Title 34:15 - 43 mandates public employees, therefore county college coverage, in this area.

a) Four colleges nevertheless mention workmen's compensation in their agreements.

G. Life Insurance

1) Because pension coverage is legally mandated, faculty members have attendant life insurance benefits:

a) Teachers' Pension and Annuity Fund provides death benefits.

b) Title 18A:66 -74 - Authorizes the optional purchase of group life insurance by a college.

1. Should this option be assumed, the new insurance plan supplants TPAF death benefits.

H. Prescription Plan

1) Two colleges (13 percent), Mercer and Salem, offer this benefit.

III. Health & Welfare benefits in other states.

A. Pennsylvania[1] (N=14)

1) Health insurance--offered by all for employees and dependents. College share of cost varies:

a) 9/14 (64%) - 100% paid for employee and dependents

b) 2/14 (14%) - partial payment for all (one 90%; the other 66%)

c) 3/14 (21%) - employee coverage is paid in full by college, payment for dependent coverage is partial (10%, 50%, 75%).

2) Retirement - all colleges offer TIAA/CREF plan exclusively.

3) Sick Leave - varies from college to college:

8 (57%) = 1 day per month

1 (7%) = 60 days per year

1 (7%) = 26 weeks per year

1 (7%) = 15 days/10 month appointment
18 days/12 month appointment

1 (7%) = 15 days

1 (7%) = 20 days

1 (7%) = Partial salary after 8 days and until disability insurance is effective

14 (99%)*

a) Two colleges have sick leave banks; an additional one is anticipated.

b) Two colleges pay for unused sick leave at retirement; one of these also makes payment at termination.

4) Dental Insurance

a) Employee only - 3/14 (21%)
100% paid by the college.

b) Employee & dependent - 1/14 (7%)
100% paid for employee; 0% for dependent.

5) Group Term Life Insurance - offered by all, total cost paid by the colleges; coverage varies.

6) Prescription Insurance - offered by one college.

7) Vision Care Insurance - offered by one college.

---

* Total less than 100% due to rounding out.

B. Michigan[2] (N=15). Incidence of comparable benefit provisions reported

1) Hospitalization = 14/15 (93%)
2) Retirement = 9/15 (60%)
3) Disability = 13/15 (87%)
4) Dental Insurance = 4/15 (27%)
5) Workmen's Compensation = 1/15 ( 7%)
6) Life Insurance = 14/15 (93%)
7) Other provisions reported:
    a) Annuities = 5/15 (33%)
    b) Innoculations = 2/15 (13%)

C. Massachusetts[2] (N=3)

1) Hospitalization = 2/3 (67%)
2) Retirement = 2/3 (67%)
3) Disability = 3/3 (100%)
4) Life Insurance = 1/3 (33%)
5) Annuities = 3/3 (100%)

D. Washington[2] (N=6)

1) Hospitalization = 5/6 (83%)
2) Retirement = 3/6 (50%)
3) Disability = 2/6 (33%)
4) Dental Insurance = 1/6 (17%)
5) Life Insurance = 3/6 (50%)

E. New York[3] (N=31)

(The City University of New York's eight community colleges are represented as one institution.)

1) Health insurance plans are available at all colleges for employees and dependents. Although all colleges contribute to coverage for employees and their dependents, the per cent paid varies:

   a) 100% employee coverage paid by the college = 29/31 (94%).

   b) 100% employee and dependent coverage paid by the college = 23/31 (74%).

   c) The lowest percentage contribution for employees is 63% at Corning Community College. The next lowest is 90% .

   d) Lowest percentage contribution for dependents is 50%, Broome County College.

   e) Retirees receive employer contributions at Sullivan County - 50% for themselves, 35% for family.

2) Retirement Plans are reported for all the colleges, and each has three options to offer--two public plans (they vary according to location and/or sponsor choice) and Teachers Insurance and Annuity Associate - College Retirement Equity Fund (TIAA-CREF).

3) Sick Leave - reported for all.

a) Average number of days per 10 month year is 16.5 statewide

b) Range is from 2 months to 10 days

c) Metropolitan area colleges offers:

1. City University of N.Y. = 20 days
2. Fashion Institute of Technology = 20 days
3. Nassau County = 12 days
4. Suffolk County (credited at beginning of year) = 13 days
5. Westchester County = 12 days

---

Sources:

1. *Fifth Annual Survey: Salaries, Fringe Benefits, and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges* 1975-76 - Survey conducted by James H. Campbell, Dean of Administration, Lehigh County College, pp.1,3-7, 10.

2. Massachusetts Board of Regional Community Colleges, *Collective Bargaining in Public Community Colleges: A Survey of Relevant Contracts Covering 120 Institutions*, Spring 1975, pp. 122-128.

3. *1975-1976 Community College Tables Summarizing Salaries, Fringe Benefits and Related Practices Affecting Professional Employees of New York State Community Colleges*, New York State Public Employment Relations Board, January 1976, pp. 36-39, A-1,2.

## Exhibit 9 (Continued)

### Health & Welfare Benefits at the County Colleges
### Contractual Provisions

| College | (A) Hospitalization/ Major Medical | (B) Retirement/ Pension | Sick Leave (C) Individ. Employee | Sick Leave (C) Bank | (D) Maternity Leave | Dental Plan (E) Pd. by Col. | Dental Plan (E) Pd. by Employee | (F) Workmen's Compensation | (G) Life Insurance | (H) Prescription Plan | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Atlantic | X | | 1 day/mo. | X | X | | | | | | |
| Bergen | X | | 15/yr. (16 for 12 mos.) | | X | | | | | | Payment at ½ rate for accrued sick leave at time of retirement (1977-78 max=$12,000) |
| Brookdale | X | | 1½/mo. | | X | | | | | | Short-term disability insurance |
| Burlington | X | | 10 days/10 mos. | X | X | | | X | | | |
| Camden | X | | 10/yr. | | X | | | | | | Free annual flu shots |
| Cumberland | X | | 12 mo.=12<br>10 mo.=10 | | X | | | | | | Group Income Protection Plan |
| Essex | X | X | 12/yr. | X | X | X | | | X | | Long term disability available |
| Gloucester | X | | 10 mo.=10<br>12 mo.=12 | | X | | X | | | | |
| Mercer | X | X | 1 day/mo. | X | X | | X | X | X | X | |

Exhibit 9 (continued)

## Health & Welfare Benefits at the County Colleges
## Contractual Provisions

| College | (A) Hospital-ization/ Major Medical | (B) Retire-ment/ Pension | Sick Leave (C) | | (D) Mater-nity Leave | Dental Plan (E) | | (F) Work-men's Compen-sation | (G) Life Insur-ance | (H) Pre-scrip-tion Plan | Other |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | Individ. Employee | Bank | | Pd. by Col. | Pd. by Employee | | | | |
| Middlesex | X | | Pursuant to 18A | | X | | | | | | Additional sick leave shall be granted by B of T under certain conditions. Free yearly physical |
| Morris[a] | | | 10/yr. | | X | | | | | | |
| Ocean | X | | 10 days/yr. | | X | | X | | | | College Disability Plan |
| Passaic | X | X | 10/yr. | | X | | | | X | | |
| Salem | X | X | 10 mo.=10<br>12 mo.=12 | | | | | X | | X | |
| Somerset | X | | 12/yr. | | X | X | | | X | | $45 reimbursement for physical examination |
| Union | X | X | time period unspecified | | X | | | X | X | | Unemployment compensation |

[a] Contract States: Article XIV, Insurance.
A. The College shall continue all existing insurance benefits which affect "faculty members."

Source: County College Contracts in force.

Exhibit 10

## Health and Welfare Benefits at the County Colleges
### Maternity Leave

| College | Duration | Utilization of Sick Leave | Determination of Leave Dates | Status of Salary on Return | Adoption Leave | Other |
|---|---|---|---|---|---|---|
| Atlantic | Unspecified | Only if doctor certifies sick | Lv. date fac. member requests, returns 1st day of sem. after requests ret. if phys. certifies ability to work | Level would have attained if employed | X | Doctor certifies begin. & end of leave |
| Bergen | Ten., up to 1 yr. (May be extended.) Nonten., max. 9 weeks | Yes | Date specified by attending physician | Max 1 yr. step credit | | |
| Brookdale | Tenured-up to 1 yr. (May be extended.) Nonten. max. [illegible] weeks | Yes | Commencement determined by attending physician | Max 1 yr. step credit | | |
| Burlington | | Can claim against pool if doctor certifies unable to work | Physician must certify for leave and fit to return | | | |
| Camden | 2 semesters-may be extended | No | By faculty member request | Returns to previous assignment | X | |
| Cumberland | | | | | | |

Exhibit 10 (continued)

## Health and Welfare Benefits at the County Colleges
## Maternity Leave

| College | Duration | Utilization of Sick Leave | Determination of Leave Dates | Status of Salary on Return | Adoption Leave | Other |
|---|---|---|---|---|---|---|
| Essex | Lv. w/o pay up to 1 yr. (Can be extended.) Disab. lv. up to 2 mos. | For period of disability leave | Lv. granted 1 mo. after writing applic. of fac. mem. Notify Pres. 2 mos. prior to end of lv. of intent to ret. (Failure to do so waives rt. to ret.) | If ret. w/in 6 mos. same step if had not left |  | Notify Personnel w/in 3 mos. of preg. Phys. certifies fit to work past 5th month |
| Gloucester | Determined case by case | Unspecified | Fac. member advises admin. 90 days prior to lv., confirms date 60 days before expected ret. | Unspecified |  | Must tell col. w/in 30 days of confirmation of preg. Phys. certifies fit to ret. |
| Mercer | Normally 1 yr. (May be extended 1 yr.) | No, leave w/o pay | Fac. member applies for lv. 2 mos. before start. Ret. at start of sem. 60 days notice of intent to ret. | Unspecified | X |  |
| Middlesex | 1 yr., may extend to 2 | Yes |  | Level would have reached if employed |  | Referred to as temporary disability |
| Morris | Tenured 1 yr; nonten. up to June 30 of same year | Yes | Employee requests date of lv. and ret. 60 days in advance | Same as at leaving |  | Temporary disability |
| Ocean | All lvs. expire the Sept. 1 after 1 full yr. from date of commencement | No, leave w/o pay | Employee notifies approp Dean of beg. & end dates | Unspecified |  | Shall not start teaching semester when delivery anticipated |

Exhibit 10 (continued)

Health and Welfare Benefits at the County Colleges
Maternity Leave

| College | Duration | Utilization of Sick Leave | Determination of Leave Dates | Status of Salary on Return | Adoption Leave | Other |
|---|---|---|---|---|---|---|
| **Passaic** | 1 yr. max. for unpaid lv. Sick & vac. time as available | Yes, for time unable to work | Faculty member requests unpaid leave 90 days in advance | Unspecified | | Accum. vac. time may be used when sick leave exhausted. Dean can require physician's statement on ability to work |
| **Salem** | No clause | | | | | |
| **Somerset** | Up to 1 yr. | | Faculty member requests leave | | | Bd. may req. dr's cert. That con't'd employment will not affect health or well being of mother or child |
| **Union** | Up to 1 yr. | Unspecified | Fac. member requests from Acad. V.P. min. 1 mo. before lv. Leave begins 1st day of a semester, ends last day of a semester | Unspecified | X | Appears to be effective after birth or adoption of child |

Source: County College agreements in force.

Exhibit 11

## Faculty Tuition Benefits

I. Two forms of tuition benefit are offered in the New Jersey County college agreements:

   A. Tuition remission at the faculty member's own college (see page 249).

      1. Faculty members only/or,

      2. Faculty and dependents.

   B. Reimbursement for faculty studying at other colleges (see page 250-251).

II. Benefits offered in other states:

   A. Tuition waiver (in college)

| | | |
|---|---|---|
| 1. | Massachusetts[2] | 3/3 = 100% |
| 2. | Michigan[2] | 6/15= 40% |
| 3. | New York[2] | 9/17= 53% |

a) One of the nine colleges offering a waiver represents the eight two-year colleges of the City University of New York.
The CUNY agreement grants full-time instructional staff a waiver of tuition fees for undergraduate credit bearing courses and a 50 percent waiver for up to 4 graduate credits a semester, provided the employee has been accepted to the graduate program.

| | | |
|---|---|---|
| 4. | Pennsylvania[3] | 12/14= 86% |

a) Those who provide a waiver, do so for faculty and dependents.

| | | |
|---|---|---|
| 5. | Washington[2] | 1/6 = 17% |

   B. Repayment for study at other colleges. Data are available only for Pennsylvania.[3] Financial support, as described below, is offered at 13 of the 14 colleges (93%):

      1. Grants are offered by ten colleges (74%).

      2. Loans for graduate study are available at three further colleges (21%).

      3. In all but one of these cases conditions similar to those at the county colleges, are specified for

obtaining support. The remaining college has no condition for payment.

---

Sources:

1. New Jersey County College Agreements in force.
2. Massachusetts Board of Regional Community Colleges, Collective Bargaining in Public Community Colleges: A Survey of Relevant Contract Provisions From 84 Professional Contracts Covering 120 Institutions, Spring 1975, pp.122-128.
3. Fifth Annual Survey: Salaries, Fringe Benefits and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges. 1975-76. Survey conducted by James H. Campbell, Dean of Administration, Lehigh County College, pp. 8-9.

Exhibit 11 (continued)

## Summary of Available Faculty Tuition Benefits

| Colleges | Remission at Own College (A) | Faculty Reimbursement for Study of Other Colleges (B) |
|---|---|---|
| Atlantic | X | X |
| Bergen | X | X |
| Brookdale | X | X |
| Burlington | X | X |
| Camden | X | X |
| Cumberland | | X |
| Essex | X | X |
| Gloucester | X | X |
| Mercer | X | |
| Middlesex | X | |
| Morris | X | |
| Ocean | X | |
| Passaic | | |
| Salem | | X |
| Somerset | X | X |
| Union | X | X |
| TOTAL 16 | 13 (81%) | 11 (69%) |

Exhibit 11 (continued)

Remission at Own College

| College | Faculty Only | Course Allowance | Faculty & Dependents | Course Allowance | Other Conditions |
|---|---|---|---|---|---|
| Atlantic | | | X | | |
| Bergen | | | X | Fac. & spouse up to 6/sem; no limit on children | Spouse--meet entrance requirements; available space. Dependents--subj. to same rules & regulations (incl. admission requirements) as regular students. |
| Brookdale | X | Up to 6/ CH/sem | | | Course must meet minimum enrollment first. Tuition students have priority. |
| Burlington | | | X | | Subject to same rules & regulations as reg. students. |
| Camden | | | X | | Admit if meet course requirements. |
| Cumberland | N/A | | | | |
| Essex | | | X | | Acceptance into academic program. |
| Gloucester | | | X | | Subject to meeting entrance requirements. |
| Mercer | | | X | | Subject to same rules & regulations as regular students. |
| Middlesex | | | X | | Faculty--must be no conflict with work schedule. Dependents--meet entrance requirements. |
| Morris | X | | | | Approval of Dean of Instruction. |
| Ocean | | | X | Fac. no limit, Max 60 CH/yr for dependents | Dependents--no limit for community ed courses only, but on space availability basis. |
| Passaic | N/A | | | | |
| Salem | N/A | | | | |
| Somerset | | | X | Up to 2 each semester for all | Space available for faculty & dependents. Fac.--must not conflict w/assignment. |
| Union | | | X | | |

Source: New Jersey County College Agreements in force
N/A = not available in contract.

## Exhibit 11 (continued)
## Faculty Reimbursement for Study at Other Colleges

| College | Amount | Description | Approval | Other Conditions |
|---|---|---|---|---|
| Atlantic | $300/sem. | Grad.study related to prof. ability | - - | F-T Faculty. Apply to sabbatical lv. comm. for payment. Accredited Grad. School. |
| Bergen | $60/cr.(up to 12/yr.) | Grad. or self improvement study | Prior Presidential approval | |
| Brookdale | Rutgers Rate | Relevant Grad. Courses, Max 6 CH or 2 courses/yr. | - - | Relevance determined by pres. upon recommendation of Inst. Dean &/or V.P. Acad. Affairs. |
| Burlington | $420/Fiscal Yr. | Grad or Undergrad,same or related discip. | Prior consult w/Division Chairperson before enroll to insure work qual. | Accredited prog. Refund upon completion w/passing grade. Apply within 30 days of semester end. |
| Camden | Rutgers or 50% inst.rate | Max. 9 credits/year | Advance approval by Pres. or designee | Payment when receipt of payment and grades are shown. |
| Cumberland | $480/12CH Max./yr. (24CH total max.) | Grad courses consistent w/subject area | Prior Presidential approval | Upon successful completion (w/credit or at least "B") shown by official record, payment added to yearly salary. |
| Essex | State College or 3/4 rate (up to $325.) | 18 CH max./yr.; relevant to college position | Reimbursed for course(s) deemed relevant by Dean of Instruction. | Apply for reimbursement during course. Must repay college if transcript doesn't show successful completion. |
| Gloucester | $250/Fiscal Yr. | Graduate Study | Submit courses at least 10 days before matric. subj to approval by Pres. or designee | Reimbursement upon successful completion. |
| Mercer | N/A | | | |
| Middlesex | N/A | | | |
| Morris | N/A | | | |
| Ocean | N/A | | - Note: Although reimbursement is not provided, interest free loans (max 5% of own salary) can be secured for grad. study. | |
| Passaic | N/A | | | |

## Exhibit 11 (continued)
## Faculty Reimbursement for Study at Other Colleges

| College | Amount | Description | Approval | Other Conditions |
|---|---|---|---|---|
| Salem | $450/Acad. Yr. max. | Appropriate Grad. Study. | None | Satisfactory completion. |
| Somerset | Rutgers or 50% Inst. rate | Graduate study max. 15 cred/yr. no more than 6/sem. | Appropriate Dean prior to enrollment | Approved degree program or related to college work fctn. reimbursed 1/2 cost upon enrollment; 1/2 upon satisfactory completion. |
| Union | $800/yr. max. | Tuition refund policy for courses toward advanced degree | Nondegree courses recommended by Dept. Chairman and approved by Divisional Dean. | Elig. after 1 yr. svce. Refund upon satis. completion. Must apply for refund within same acad. yr. Also, interest-free loans to assist doctoral studies. |

Source: New Jersey County College Agreements in force.

N/A = Not available in contract.

## Exhibit 12

## Contractual Union Rights

### I. New Jersey

#### A. County college agreements

1. The contracts include these union rights:

| Item | Incidence (N=16) |
|---|---|
| Released time | |
| Load Reduction | 4 (25%) |
| Negotiation/ Grievances/ Mutually arranged meetings | 4 (25%) |
| On-Campus Meetings Permitted | 8 (50%) |
| Meeting Time Contractually Arranged | 3 (19%) |
| Union Office Provided[a] | 6 (38%) |
| Transaction of Union Business on Campus | 11 (69%) |
| General Statement of Legal Rights | 8 (50%) |
| Use at No Charge of College | |
| Facilities & Equipment[b] | 15 (94%) |
| Campus Mail | 7 (44%) |
| Campus Phone | 4 (25%) |
| Bulletin Board for Union Information | 14 (88%) |
| College Agrees to Furnish Data | 5 (32%) |

2. Released time

a. Load Reduction (4 Colleges):

Burlington-The Faculty Association President is granted 3 points per semester and 2 per term in recognition of his/her union duties. (A nonteaching faculty member would get supplementary remuneration).

Camden-Federation President is eligible for a 3 credit per semester load reduction upon union request. His/her salary would be reduced proportionately.

Essex-Association President and Grievance Committee Chairman's regular load are reduced by six semester hours for the fall and winter semester.

Middlesex-The union has a load reduction of 6 contact hours per semester. This may be divided between two persons who would have 12 contact hour loads at maximum. (One person could be designated. His/her load would then be a maximum of 9 hours).

b. Negotiations/Grievances/Mutually Arranged Meetings-No dimunition of pay or benefits will be undertaken by these colleges for authorized union participants:

1. Bergen
2. Camden
3. Gloucester
4. Morris
5. Somerset

B. New Jersey State College Agreement (May 11, 1976-June 30, 1978)

1. These union rights are set forth in Article X:

   a. Released Time

      1. Load reduction-one union representative at each campus may reduce his/her teaching load one course per semester, maximum 8 credits per academic year. The union reimburses the college for this reduction.

      2. Scheduling priority-Twenty union representatives (specifics set forth in the agreement) are granted priority in choice of schedules.

      3. Negotiations/Grievances/Other Mutually Scheduled Proceedings-union representatives participating therein shall not be required to make up time missed, nor suffer benefit loss.

   b. On-Campus Meetings

   c. Transaction of Union Business on Campus

   d. Use of Equipment and Facilities (cost of maintenance, repairs, supplies paid by union)

   e. Inter-Office Mail

   f. Bulletin Board Use

   g. Data to be Furnished

## II. Other Community Colleges

A. In a 1973 study of 131 collective bargaining contracts covering 215 higher education institutions, the following data on bargaining agents' rights was obtained:[1]

| Item | #2- & 4-yr. colleges | Community Colleges | CC as a % of total with item |
|---|---|---|---|
| C.B. Agent Rights | 109 | 82 | 75 |
| Bulletin Boards | 78 | 57 | 73 |
| Meeting Space | 76 | 58 | 76 |
| Campus Mail | 67 | 49 | 73 |
| Office Equip. Use | 53 | 42 | 79 |
| Reduced time for Barg. Unit Leaders | 42 | 31 | 74 |
| Office Space | 38 | 26 | 68 |
| Right to Represent Faculty | 33 | 23 | 70 |
| Fiscal Records & Reports | 32 | 28 | 88 |
| Use of Telephone | 17 | 12 | 71 |

B. New York State[2] (N=27)
(Note: This report encompasses 27 agreements, one of which covers the eight CUNY 2-year colleges).

Union privileges are reported as follows:

| | | |
|---|---|---|
| 1. Union Meetings (one per month) | 13 | (49%) |
| 2. College Facilities (most note that union pays for own supplies) | 18 | (67%) |
| 3. Bulletin Boards | 15 | (56%) |
| 4. College Mail | 16 | (60%) |
| 5. Office Space (mentioned for Fashion Institute of Technology, Monroe, Nassau, Suffolk) | 4 | (15%) |
| 6. Released Time | 11 | (41%) |

Load reductions assume the following forms:

a. CUNY[3]-For the purpose of contract administration, Union designees have a maximum of 123 classroom contact hours per semester apportioned among all campuses. In addtion, a union officer gets full released time.

b. Erie-President reduced 3 hours/semester

c. Fulton, Montgomery & Genesee-President reduced 6 hours/year

d. Hudson Valley-President gets 5 days yearly (not chargeable to sick or personal leave) for association business.

e. Jefferson-President's load reduced by 3 contact hours.

f. Monroe-President and negotiating team have reduced workload.

g. Nassau-Union designees may be granted a sum total of 6-9 hours released time per semester.

h. North Country-Maximum Presidential load of 12 hours/semester.

i. Onondaga-President or representative has time off for state and national union meetings.

j. Orange-President has no student advisees.

k. Rockland-President or designee has 3 hours per week off for contract administration.

l. Suffolk-President and Chairman of Grievance Committee each have a 6-hour load reduction per semester; 3 teaching hours of released time granted to the association to be assigned to an official thereof; 10 business days yearly for association officers' official business.

m. Westchester-President and union representative have a total of 6 contract hours reduction in workload.

e. A 1975 survey yielded the following results on union rights regarding facilities, bulletin boards, mail service, and information:[4]

1. Massachusetts (N=3)

| | | | |
|---|---|---|---|
| a. | Facilities | 3 | (100%) |
| b. | Bulletin Boards | 3 | (100%) |
| c. | Mail Service | 3 | (100%) |

| | | | |
|---|---|---|---|
| d. | Information | 3 | (100%) |
| 2. | Michigan (N=15) | | |
| a. | Facilities | 15 | (100%) |
| b. | Bulletin Boards | 11 | (74%) |
| c. | Mail Service | 7 | (47%) |
| d. | Information | 13 | (87%) |
| 3. | Pennsylvania (N=6) | | |
| a. | Facilities | 6 | (100%) |
| b. | Bulletin Boards | 6 | (100%) |
| c. | Mail Service | 5 | (84%) |
| d. | Information | 3 | (50%) |
| 4. | Washington (N=6) | | |
| a. | Facilities | 6 | (100%) |
| b. | Bulletin Board | 6 | (100%) |
| c. | Mail Service | 6 | (100%) |
| d. | Information | 4 | (67%) |

**Notes**

a. The office is provided to the Association Chairperson at Middlesex and Somerset.

b. Although actual use is permitted without charge, the unions pay for necessary supplies and any damage resulting from use.

**Sources**

1. John Andes, Academic Collective Bargaining Information Service, Special Report #6, Developing Trends in Content of Collective Bargaining Contracts in Higher Education, 1973. p.9.

2. New York State Public Employment Relations Board, 1975-1976 Community College Report, January 1976, pp 58-60.

3. City University of New York, Agreement between the Board of Higher Education of The City of New York and Professional Staff Congress/CUNY., October 1973-August 31, 1975, p.7.

4. Massachusetts Board of Regional Community Colleges, Collective Bargaining in Public Community Colleges, A Survey of Relevant Contract Provisions From 84 Professional Contracts Covering 120 Institutions, Spring 1975, pp. 98-101.

## Exhibit 12 (continued)

## Contractual Union Rights at the County Colleges

| | Released Time | | Campus Meetings Permitted | Meeting Time Contractually Arranged | Union Office Provided | Transaction of Union Business on Campus | General Statement of Legal Rights | Use At No Charge Of: | | | Bulletin Board for posting Union Informa. | College agrees to furnish data |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Load Reduction | Nego/Griev/ Mutually arranged mtgs | | | | | | College facilities/ equip[a] | Campus Mail | Campus Phone | | |
| Atlantic | | | X | | | | | X | | | X | |
| Bergen | | X | | | | | X | X | | | X | |
| Brookdale | | | | | | | X | X | X | | | |
| Burlington | X | | | | | X | X | X | X | X | X | |
| Camden | X | X | X | X | X | | | X | | | X | |
| Cumberland | | | X | | | X | X | X | X | X | X | |
| Essex | X | | X | X | | X | | X | | | X | |
| Gloucester | | X | | | | X | X | X | X | | X | |
| Mercer | | | X | X | X | X | | X | | | X | X |
| Middlesex | X | | X | | X | X | | X | | | X | X |
| Morris | | X | | | X | X | | X | X | X | X | X |
| Ocean | | | X | | | X | X | X | | | X | X |
| Passaic | | | | | | | X | | | | | |
| Salem | | | | | | X | | X | X | X | X | |
| Somerset | | X | | | X | X | X | X | X | | X | X |
| Union | | | X | | X | X | | X | | | X | |

Source: New Jersey County College Contracts in force

[a] The contracts state that the union pays for any supplies it uses in this regard.

## Exhibit 13

## Grievance Procedure

### I. Scope

A. In 1976, 56 percent of the county college contracts defined the scope of their grievance procedures as interpretation, application, and violation of the agreement. Forty-four percent of the contracts expanded this definition to include bylaws, Board of Trustee rules, and other administrative policies and procedures. This marked a change from 1971-72 when 67 percent of county college agreements contained this wider definition.

B. Scope definitions in New Jersey were compared against the grievance procedures of 85 two-year colleges across the country (Mannix, 1974). The data, reflecting 1974 information were almost evenly divided--44 percent contract terms only and 54 percent a combination of contract language and other policies.

Table 1

| Definition of Grievance Procedure Scope | Mannix Study (n=85)[1] | N.J. Cty College 1971-72 (N=12)[2] | N.J. Cty College 1976 (N=16)[2] |
|---|---|---|---|
| Contract terms only | 44% | 33% | 56% |
| Contract, bylaws and/or policies +/or practices | 54% | 67% | 44% |
| No definition | 2% | 0% | 0% |
| | 100% | 100% | 100% |

## II. The Final Step

Arbitration is the prevalent final step in the county colleges, with 88 percent (14/16) including some form in their agreements.

A. Binding arbitration is present in 69 percent (11/16) of the agreements. Fifty percent (8/16) employ it as the sole final step. The others use it in certain areas with either advisory arbitration or Board of Trustee determinations provided for other grievances. Applicability is set forth in the agreement. For example, grievances concerning of appointment are denied access to binding arbitration by Gloucester and Mercer; Atlantic's binding arbitration provision may be invoked only when contract interpretation, application or violation is grieved.

### Table 2

### Types of Final Step Used in New Jersey County College Grievance Procedures

| | Binding Only | Advisory Only | Both | Bd. of Trust. Only | Bd. of Trust. + Binding Arbit. | | |
|---|---|---|---|---|---|---|---|
| 1971-72 | 50% | 25% | 8% | 17% | 0% | = | 100% |
| 1976 | 50% | 19% | 13% | 13% | 7% | = | 102%* |

---

* Total = more than 100% due to rounding out.

B. Although the incidence of binding arbitration in the county colleges has increased from 58 percent in 1971-72 to 69 percent in 1976, it still appears to be below the national rate. A 1974 study (Mannix) found a 74 percent incidence of binding arbitration among 94 two-year colleges. A 1975 analysis of 83 agreements encompassing 120 institutions by the Massachusetts Board of Regional Community Colleges, yielded an 86 percent incidence of binding arbitration in its sample, although, as in New Jersey, other final steps are used depending upon the grievance at issue.

Table 3

Percentage Incidence of Binding Arbitration in Grievance Procedure Clauses:

| Mannix[1] | Mass.[3] | N.J. County Colleges[2] | |
|---|---|---|---|
| (1974) | (1975) | (1971-72) | (1976) |
| 74% | 86% | 58% | 69% |

---

Sources:

[1] Thomas Mannix; "Community College Grievance Procedures: A Review of Contract Content in Ninety-Four Colleges," The Journal of the College and University Personnel Association, Vol. 25, No. 2, April 1974, pp. 23-40.

[2] New Jersey County College collective bargaining agreements.

[3] Massachusetts Board of Regional Community Colleges, Collective Bargaining in Public Community Colleges: A Survey of Relevant Contract Provisions From 84 Professional Contracts Covering 120 Institutions, Spring 1975, pp. 78-86.

## Exhibit 13 (continued)

### New Jersey County College Grievance & Arbitration Procedures
(Source: Collective Bargaining Agreements as Indicated)

| | 1971-1972 | | | | | 1976 | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | SCOPE | | FINAL STEP | | | | SCOPE | | FINAL STEP | | |
| | | | ARBITRATION | | BOARD OF TRUSTEES | CONTRACT DATES | | | ARBITRATION | | BOARD OF TRUSTEES |
| | CONTRACT IAV | VIOL OF B&I RULES, BYLAWS ADMIN | BINDING | ADVISORY | | | CONTRACT IAV | B&I RULES, BYLAWS, ADMIN | BINDING | ADVISORY | |
| Atlantic | X | X | | X | | 1976-78 | X | X | X[1] | X[1] | |
| Bergen | X | X | | | X | 1973-76 | X | X | | | X |
| Brookdale[A] | X | X | | X | | 1973-76 | X | X | | X | |
| Burlington | X | | | X | | 1975-78 | X | | | X | |
| Camden | X | X | X | | | 1975-78 | X | X | X | | |
| Cumberland | X | | | | X | 1973-76 | X | | | | X[2] |
| Essex | X | X | X | | | 1975-78 | X | X | X | | |
| Gloucester | X | X | X | | | 1974-77 | X | X | X | | X[3] |
| Middlesex | X | X | X | | | 1976-77 | X | X | X | | |
| Mercer | X | X | X[B] | X[B] | | 1973-76 | X | | X[4] | X[4] | |
| Morris | NO AGREEMENT | | | | | 1975-77 | X | | X | | |
| Ocean | X | | X | | | 1976-77 | X | | X | | |
| Passaic | NO AGREEMENT | | | | | 1976-78 | X | | | X | |
| Salem | NO AGREEMENT | | | | | 1976-78 | X | | X | | |
| Somerset | X | | X | | | 1975-78 | X | | X | | |
| Union | NO AGREEMENT | | | | | 1975-77 | X | | X | | |

[A] 1973-76 agreement, 71-73 contract incorporated the grievance procedure already adopted by the College.

[B] Advisory for workload. All other issues binding. Reappointment, tenure, or promotion grievances may not be brought to arbitration.

[1] Binding for IAV; Advisory for others

[2] B of T may appoint a fact-finder to review grievance, but final action is by Board.

[3] For non-renewal of non-tenured faculty.

[4] Advisory for workload. All other issues binding. Reappointment, tenure, or promotion grievances may not be brought to arbitration.

## Exhibit 14

## Contractual Scope and Restrictions on the Grievance Procedure

### ATLANTIC

Scope

Violation, misrepresentation, or misapplication of agreement or rule or order or regulation of the Board of Trustees, President or Board of Higher Education.

Restrictions

Binding arbitration for IAV of agreement, advisory for other issues.

### BERGEN

Scope

IAV of agreement; IAV of bylaws, written policies, and administrative decisions of college related to terms and conditions of employment.

Restrictions

1. Distinction is made between complaints (informal) and grievances. Settlement of complaints does not set binding precedent .
2. Neither nonreappointment of nontenured faculty nor nonpromotions is subject to the grievance procedure.

### BROOKDALE

Scope

Employee evaluation,salary, increments, promotion, work assignment; IAV of agreement, individual contract, or personal grievance against Rules and Policies of the college.

Restrictions

1. Failure to appoint or reappoint a Team Leader not subject to grievance procedure.

2. Failure to renew nontenured faculty and failure to promote not subject to grievance procedure.

## BURLINGTON

Scope

IAV of the contract

Restrictions

The following are excluded from the grievance procedure:

1. Nontenured contract renewals
2. Changes under Tenured Employee Hearing Act
3. President's leave of absence decisions
4. Any method made expressly nongrievable

## CAMDEN

Scope

IAV of agreement, lack of policy, deviation from or misinterpretation of policy, complaint involving work situation.

Restrictions

Decisions below Step 3 do not set precedent.

## CUMBERLAND

Scope

IAV of Agreement or board policies or administrative decisions.

Restrictions

No restrictions included in the contract.

## ESSEX

Scope

IAV of agreement or violation of any rule or policy of the administration or Board of Trustees affecting terms and conditions of employment.

2. Reappointment, tenure or promotion grievances are not subject to any arbitration.

### MIDDLESEX

Scope

IAV of contract or rule, order or regulations of the Board of Trustees.

Restrictions

The contract states that the last step for promotion decisions is the Board of Trustees whose decision is final. However, the scope of the grievance procedure encompasses orders of the Board of Trustees.

### MORRIS

Scope

IAV of agreement

Restrictions

The contract states that the Board of Trustees' decision on promotions if final. There is, however, no specific provision excluding promotion from the grievance procedure.

### OCEAN

Scope

Claim of contract violation.

Restrictions

No restrictions included in the contract.

Restrictions

The instances below are not subject to the grievance procedure:

1. The Board can cancel association use of college equipment at its sole discretion.
2. Work assignments made by the Dean of Faculty are final and binding subject to the grievance and arbitration procedure only when arbitrary and capricious.
3. Disputes with respect to filling professional vacancies.
4. Sabbatical leave decisions, except where stated procedures are violated.
5. Assignment of summer courses. May be subject to the grievance procedure if arbitrary or capricious.

### GLOUCESTER

Scope

IAV of agreement of a rule, order, or regulation of the Board of Trustees or of 303. Conditions of employment, discipline, or discharge.

Restrictions

Nonreappointment of nontenured faculty is subject to the grievance procedure only if the cause is questioned. Final decision made by Board of Trustees.

### MERCER

Scope

IAV of agreement

Restrictions

Arbitration is binding except as below:

1. Advisory for workload

## PASSAIC

**Scope**

Interpretation and application of the agreement.

**Restrictions**

Promotions and appointments not subject to the grievance procedure.

## SALEM

**Scope**

IAV of contract alleged by either the faculty association or the Board of Trustees.

**Restrictions**

Nonreappointment of nontenured faculty is not subject to arbitration.

## SOMERSET

**Scope**

IAV of agreement.

**Restrictions**

Matters reserved by statute are not subject to arbitration.

## UNION

**Scope**

1. Grievance-IAV of agreement alleged by either faculty or union or college president.
2. Complaint-Informal claim by faculty of improper, unfair (etc.) treatment by the Board.

**Restrictions**

1. None-open process without strict step definition.
2. Upon 30 days notice, immediate binding arbitration for

grievances regarding reappointment, promotion, faculty discipline, additional compensation, summer session assignments, overload, tutoring, or financial exigency is available.

## Exhibit 15

## Summary of Selected Higher Education Scope Determination Decisions

I. Governance Procedures

- A. Incorporation of 1966 Statement on Government College and Universities

  *St. John's* (private)--Permissive.

- B. Governance procedures generally

  *Rutgers*--Permissive.

  *CUNY*--Permissive.

- C. Union, faculty, or student representation on promotion and tenure committees

  1. *Cooper Union* (private)--Faculty participation in tenure and promotion decisions is *mandatory*.
  2. *Rutgers*--The composition of tenure and promotion procedures is *permissive*.
  3. *CUNY*--Student participation in promotion and tenure procedures is *permissive*.
  4. *Central Michigan*--Student participation in teaching effectiveness program is *permissive*, but impact is mandatory.
  5. Orange County Community College (N.Y.)--*Permissive*.

- D. Selection of chairpersons who are unit members

  *Rutgers*--Mandatory.

- E. Faculty involvement in search committees for appointment of administrators

  1. *St. John's*--Permissive.
  2. *Cooper Union*--Permissive.
  3. *Rutgers*--Permissive.

- F. Evaluation of Administrators

  *St. John's*--Permissive.

G. Selection of bargaining unit members to serve as full voting members of the board of trustees

St. John's--Permissive.

H. Union appearances at board meetings; provision of all board minutes to union

Orange County Community College (N.Y.)--Permissive.

I. Joint union-administration calendar committee

Orange County (N.Y.)--Permissive.

J. Clause providing for union participation in all policies, practices and procedures in the college

Orange County (N.Y.)--Permissive.

K. Union participation on faculty appointments committee

Orange County (N.Y.)--Permissive.

L. Faculty evaluation

Orange County (N.Y.)--A demand requiring that the faculty of each division be permitted to establish an evaluation system is permissive.

II. Specific Issues

A. Qualifications and responsibilities of administrators

St. John's--Permissive.

B. Curriculum

Cooper Union--"[I]t was considered questionable whether the subject matter of curriculum...is mandatory."

C. Expansion of physical facilities

Rutgers--Permissive, but impact on terms and conditions of employment is mandatory.

D. Budget consultation

Rutgers--Permissive.

E. Budget lines

Rutgers--Permissive, but impact is mandatory.

L. Class contact time

N.J. State Colleges--Permissive, but impact is negotiable, including increased workload for individual faculty, change in working hours, or additional compensation for changes.

M. Outside employment guidelines

N.J. State Colleges--Mandatory.

N. Professional development program

Schenectedy Community College (N.Y.)--Permissive, but impact is mandatory.

O. Conduct of union business on college property

Orange County Community College (N.Y.)--Mandatory.

P. Union use of college facilities and equipment

Orange County (N.Y.)--Permissive.

Q. Course Offerings

Orange County (N.Y.)--Permissive.

R. Administrators return to the bargaining unit

Orange County (N.Y.)--Permissive.

S. Employment of part-time faculty

Orange County (N.Y.)--Permissive.

T. Priority for extra compensation assignments

Orange County (N.Y.)--Mandatory except where result would interfere with the assignments necessary to accomplish mission and educational program of institution.

U. Hours and days of work

Orange County (N.Y.)--Demand that no full-time faculty had to teach in evening or on weekends is permissive.

V. Work location

Orange County (N.Y.)--Demand that no faculty member should be required to teach on-load off campus is permissive.

F. Studies on productivity and teaching effectiveness of unit members

1. Rutgers--Permissive, but impact is mandatory.

2. Central Michigan--Permissive, but impact is mandatory.

G. Policies regarding course combination and class size

1. Rutgers--Permissive, but impact is mandatory.

2. Orange County (N.Y.)--Demand that class sizes should be determined by departmental vote is permissive.

H. Academic calendar

1. Rutgers--Permissive, but impact is mandatory.

2. Cooper Union--Issues relating to work performance, including setting working days, holidays and vacations are mandatory. It was considered questionable "whether certain matters included under the calendar, such as whether classes should be conducted on a trimester basis or some other basis, are mandatory subjects."

3. Burlington County College (N.J.)--Nonmandatory.

I. Tenure

1. Rutgers--The scope of tenure (e.g., university-wide, school-wide, department-wide) is mandatory. Tenure quotas are permissive.

2. N.J. State Colleges--The number and qualifications of tenured faculty is permissive, but impact is mandatory, including procedures for selecting faculty to be eliminated, notice and hearing provisions, reemployment procedures and severance pay and other benefits.

J. Affirmative Action Plan

Rutgers--Permissive, except impact is mandatory.

K. Salary and fringes

1. CMDNJ--Salary holdback of one week is mandatory.

2. Rutgers--Summer school salaries and fringe benefits of those outside unit are permissive subjects.

3. Orange County (N.J.)--Payment for absence due to injury is mandatory.

W. Teaching materials

*Orange County (N.Y.)*--Permissive.

X. Faculty advising program

*Orange County (N.Y.)*--Demand that no faculty member be required to have advisees is *permissive*.

Y. Requirement for no course outlines or course evaluations

*Orange County (N.Y.)*--Permissive.

Z. Written statement by administration of criteria for promotion, retention and tenure and a written rationnale for all negative decisions

*Orange County (N.Y.)*--Mandatory.

---

Sources: Herbert D. Schwartzman, "Governance as a Subject of Collective Bargaining in Higher Education," (unpublished and undated). *St. John's University, New York*, 89 L.R.R. 200 (1975); *Cooper Union*, 91 L.R.R. 12 (1976); *Board of Higher Education of the City of New York*, 7 P.E.R.B. 3042 (1974); *Rutgers University*, 2 N.J. P.E.R. 13 (1976); *Central Michigan University*, Employment Relations Commission Case No. C74 A-19 (1976); *Association of N.J. State College Faculties v. Dungan*, 316 A. 2d 425 (1974); *Schenectady Community College Faculty Association*, N.Y. P.E.R.B. Cases U-0383/0386 (1973); *Orange County Community College Faculty Association*, N.Y. P.E.R.B. Case No. U-2137 (1976); *Association of N.J. State College Faculties v. Board of Higher Education*, 66 N.J. 72 (1974); *Burlington County College Faculty Association v. Board of Trustees, Burlington County College*, 64 N.J. 10 (1973); *Rutgers Council, AAUP v. Board of Higher Education*, 126 N.J. Super. 53 (App. Div. 1973).

## Exhibit 16

## Content of Scales

### Grievance Procedures

- Scope
- Final Step

### Faculty Personnel Procedures

- RIF
- Promotion
- Appointment
- Nonreappointment
- Tenure
- Faculty Evaluation
- Outside Employment

### Institutional Direction

- Master plan
- Budget preparation
- Selection of administrators

### Union Provisions

- Union security
- Office space/equipment
- Committee memberships
- No strike/lockout
- Released time
- Consultation/board meeting attendance

### Working Conditions

- Lounge facilities
- Bookstore privileges
- Office facilities
- Secretarial services
- Parking
- Classroom facilities

### Educational Policy

- Textbook selection
- Teaching media
- Admissions standards
- Academic freedom
- Course content
- Teaching methods
- Curriculum changes
- Professional ethics

## Fringes

- Tuition remission and reimbursement
- Medicals
- Tickets
- Professional dues
- Sabbaticals
- Insurance
- Dental
- Travel expenses
- Sick pay

## Workload

- Work-day definition
- Student counseling/service
- Class size
- Class scheduling/assignment
- Calendar
- Committee assignments
- Office hours
- Course preparations
- Contact hours
- Extramural duties (coaching)

## Governance Procedures

- Extent of contractual governance procedures

## Bibliography

Origins of Bargaining . . . . . . . . . . . . . . . . . . 291
Employer Negotiating Structure . . . . . . . . . . . . 291
Salary and Compensation . . . . . . . . . . . . . . . . 294
Scope of Negotiations . . . . . . . . . . . . . . . . . 295
Faculty Governance . . . . . . . . . . . . . . . . . . 298
Contract Administration . . . . . . . . . . . . . . . . 301
Job Actions . . . . . . . . . . . . . . . . . . . . . . 302
Faculty Attitudes . . . . . . . . . . . . . . . . . . . 302
General Reference . . . . . . . . . . . . . . . . . . . 303

# Bibliography

## Origins of Bargaining

Begin, James P. and Stephen Browne, "The Emergence of Faculty Bargaining in New Jersey," Community and Junior College Journal, 44 (1), 18-19, December/January 1974.

> The authors chronicle the progress of collective bargaining at the organized community colleges in New Jersey.

__________, Theodore C. Settle, Paula B. Alexander, "The Emergence of Faculty Bargaining: New Jersey in Context" in Campus Employment Relations, Terrence Tice, ed., 129-154, Ann Arbor, Michigan: Institute of Continuing Legal Education, 1976.

> The authors have integrated their study of 30 New Jersey institutions of higher education with the empirical literature on the development of collective bargaining to develop a general model to explain the origins and growth of faculty collective bargaining.

Hankin, Joseph N. State Legislation and the Status of Collective Bargaining in Community and Junior Colleges, ACBIS Special Report #28, August, 1976.

> A detailed fact-sheet regarding the status of two year college collective bargaining.

## Employer Negotiating Structure

Angell, George W. "Collective Negotiations in Upstate New York Community Colleges 1968-1971," a report sponsored by the New York State Public Employment Relations Board, June 1971.

> A comprehensive review of the New York State community college collective negotiations experience for which personal interviews are the prime data source.

__________. "Suggested responses to the impact of academic collective bargaining on university costs vs. structure," Journal of the College and University Personnel Association, 27 (1):39-44, Jan. - Feb., 1976.

> The brief article is a practical guide to administrative structure in response to collective bargaining. The purpose of Angell's suggestions is to enable direction and control of bargaining's effects on an institution.

Arney, L.H. "A Comparison of Patterns of Financial Support with Selected Criteria in Community Junior Colleges." Doctoral dissertation, University of Florida, 1969.

The various sources of financial assistance for community colleges are discussed. Arney also focuses on the philosophical basis of the two year college movement.

________. *State Patterns of Financial Support for Community Colleges* (Institute for Higher Education, University of Florida), February, 1970.

The changing nature of fiscal support for community colleges forms the basis of this monograph. Funding approaches in various states are graphically reviewed and problems are identified. There is an extensive bibliography.

Aussieker, Bill. "Community Colleges Without Community" in *Faculty Bargaining* by Joseph Garbarino. A report prepared for the Carnegie Commission on Higher Education and the Ford Foundation (McGraw-Hill, 1975), 179-212.

The author first examines two- and four-year colleges for institutional similarities and then to compare the effects of collective bargaining laws. California and Michigan experiences are studied in depth. Finally, patterns of structural change the community colleges have exhibited in response to their rapid growth are discussed. Tables are used for illustration.

Coe, Alan C. "A Study of the Procedures Used in Collective Bargaining with Faculty Unions in Public Universities," *College and University Personnel Association*, September 1973, pp. 1-19.

The effect of collective bargaining on the administration of institutions of higher education is examined in this study. Coe bases his findings on telephone and in-person interviews with six administrators from six public four year colleges. A detailed guide to negotiations preparation is included by the author.

Feuille, Peter. "Faculty Unionism Among the Fir Trees." *Industrial Relations*, 13:50-68, February 1974.

Drawing on primary and secondary sources, Feuille discusses the status of collective bargaining in Oregon and Washington at the time of writing. He considers the student role, informal bargaining, and the impact of bargaining in general. The status of the community college is included in this review.

Gershenfeld, Walter J. and Kenneth P. Mortimer. *Faculty Collective Bargaining in Pennsylvania: The first five years* (1970-1975). Philadelphia, Pa. Center for Labor and Manpower Studies, Temple University, 1976.

Focusing on the Pennsylvania experience, the authors have written a major work on collective bargaining in higher education. A section on community colleges is included. Interviews are the primary data source. The researchers covered both administration and faculty at the colleges studied, as well as traveling to the state capital to meet government, union, and various association officials. State Department of Education officials were also interviewed. In addition, data were collected from collective bargaining records.

Helland, Philip C. "Minnesota's Statewide Board-Faculty Contract." *Community and Junior College Journal*, 44 (4): 15-17, December/January 1974.

Historical background on bargaining in Minnesota accompanies a descriptive summary of the first state wide board-faculty contract. Written by the chancellor of the state community college system, the article notes that the contract abolished the previously extant all-college council system of governance.

Howe, Ray. *The Community College Board of Trustees and Negotiations with Faculty*. American Association of Community Colleges (1973).

In a pamphlet aimed at boards of trustees, the author has written a brief negotiations handbook.

Kerr, David J. "Administering A Faculty Agreement." *The Journal of the College and University Personnel Associations*, 22 (3): 37-45, May 1971.

The author, writing as an experienced chief college negotiator, suggests an approach to collective bargaining for the personnel director in this article.

Lombardi, John. *Managing Finances in Community Colleges* (San Francisco, Cal.: Jossey-Bass, 1973).

A comprehensive how-to text on fiscal management for two year colleges.

Medsker, Leland L. and Dale Tillery, Breaking the Access Barriers, (New York: McGraw-Hill, 1971).

A general analysis of two-year colleges - their development, programs,and purposes. Staffing concerns,such as workload and compensation issues, are briefly discussed. Collective bargaining is not part of the analysis.

Morsch, William. State Community College Systems: Their Role and Operation in Seven States, (Praeger Publishers, New York) 1971.

Seven of the largest state community college systems are described in depth - California, Florida, Illinois, Michigan, New York, Texas, Washington.

Shoup, C.A. "A Study of Faculty Collective Bargaining in Michigan Community Colleges." Ph.D Thesis, Michigan State University, 1970.

The author collected data from thirteen Michigan community colleges to determine why or why not bargaining was chosen, what were the outcomes of bargaining, and what future outcomes were projected. Personal interviews of management and union principles were undertaken as the primary method of data collection.

Williams, Douglas F. A Study of the Organizational Procedures for Collective Negotiations in 15 Selected Michigan Community Junior Colleges. Ph.D Dissertation. University of Texas, Austin, Texas, 1970.

## Salary and Compensation

Aussieker, Bill. (1975). See Employer Negotiating Structure section.

Carbone, Gilbert J. "A Study of Community College Faculty Salaries and Employer-Paid Insurance Benefits," State Board for Community College Education, Olympia, Washington, December, 1976.

The report summarizes a study of salaries and employer-paid insurance benefits of faculty members in public community colleges in Washington and other selected states.

"Faculty and Administrative Salaries in Public Community Colleges of Illinois." Illinois Community College Board. Data and Characteristics. V (7): January, 1977.

In addition to salary data, selected administrative items and other components of total compensation are presented in tabular form.

*Financial Statistics of Institutions of Higher Education. Current Trends, Revenues and Expenditures, 1972-73*, National Center for Education Statistics.

Garbarino, Joseph W. *Faculty Bargaining: Change and Conflict*, A Report prepared for the Carnegie Commission on Higher Education and the Ford Foundation. (McGraw-Hill 1975.)

In this expansive study of faculty collective bargaining, the author draws upon data gathered through campus visits, interviews with participants, contract analysis, and other written materials. Topics covered include: institutional change, governance, faculty unions, the process and issues of collective bargaining, academic unionism in Great Britain, as well as the case of community colleges.

NJEA Research Circular A6-60. September 1976.

This research document reports teacher salaries for New Jersey.

*1975-76 Fact Book on Higher Education in Michigan.* Michigan Department of Education.

Produced by the Michigan Department of Education, data on all aspects of higher education in that state including community colleges are presented in tabular form. Included are salary and tenure data.

*Salary and Tenure of Instructional Faculty in Institutions of Higher Education, 1974-75*, National Center for Educational Statistics.

## Scope of Negotiations

Andes, John. "Developing Trends in Content of Collective Bargaining Contracts in Higher Education." ACBIS Special Report #6, 1973.

Contract content is summarized and presented by topic, in tabular form.

*Bargaining History - Contract Summaries, New Jersey Community Colleges 1968-77*, Department of Research, Institute of Management and Labor Relations, Rutgers University, New Brunswick, New Jersey, February 1977.

All collective bargaining contracts for the 16 New Jersey two-year colleges have been summarized in this document. The analysis was completed under the following major subject headings: salary schedules, other compensation, workload and calendar, promotion and tenure procedures, grievance procedures, leave provisions, and general contract provisions.

Begin, James P. "Statutory Definitions of the Scope of Negotiations: The Implications for Traditional Faculty Governance." Paper prepared for the Midwest Meetings, American Institute for Decision Sciences, Cleveland, Ohio, May 6, 1977.

> In order to determine the impact of statutory scope decisions on faculty governance procedures, the author has analyzed scope decisions from state boards of employee relations and the NLRB. He concludes that the major change in this area will stem from case by case decisions, and expansion of negotiations into permissive areas.

Chandler, Margaret K. and Daniel Julius. "Faculty Association Penetration of Management Functions: Two-Year Colleges in Seven States," unpublished report, 1976.

> The authors have studied the extent to which faculty associations have penetrated managerial functions of the academic administrator, through contract analysis. All available two-year contracts for Massachusetts, Michigan, Minnesota, New Jersey, New York, Pennsylvania, and Washington were scaled according to criteria determined by the authors and reviewed by experts in the field.

Doi, James I. (issue ed.). "Assessing Facult Effort," *New Directions For Institutional Research*, (Jossey-Bass) Number 2, Summer 1974.

> Varied aspects of the workload issue are covered by the six articles in this quarterly. Approaches to measurement, state government involvement, and an analysis of contract clauses are included.

"Faculty Workload: Community Colleges, Fall 1974." Hawaii University, Honolulu Community College System. December, 1974. (ERIC microfiche).

> Tabular workload data are presented showing general FTE information as well as more detailed breakdowns for each of the six campuses in terms of subject areas taught.

"Faculty Workload: Community Colleges, Fall 1975." Hawaii University, Honolulu Community College System. (ERIC microfiche).

> Same as above, except that there is one more (total seven) campus.

"Faculty Workload: Report of a Survey in Two-Year Colleges," National Faculty Association of Community and Junior Colleges, Washington, D.C., 1970 (ERIC microfiche).

> The relationship between faculty course load requirements to college size and geographical location is determined by this study. Data are derived from 242 two-year college replies to workload questionnaires.

Gershenfeld, Walter, J. Joseph Loewenberg, Bernard Ingster (eds.), *Scope of Public-Sector Bargaining: First George W. Taylor Memorial Conference on Public Sector Labor Relations*. (Lexington Books) 1977.

This volume of conference proceedings is composed of nine chapters contributed by the participants. The focus is on questions of scope and includes an article by Ernest Gross entitled, "The Scope of Bargaining in the Public Sector in New Jersey."

Magarrell, Jack. "Carter to Inherit Battle Over Taxing College Employees' Tuition Benefits." *Chronicle of Higher Education*. XII (18): 1, 12. January 17, 1977.

Because tuition remission benefits are frequently available through a college collective bargaining agreement, the issue is of interest. Some data regarding current status of this benefit nationwide are included with interview material.

Massachusetts Board of Regional Community Colleges, *Collective Bargaining in Public Community Colleges: A Survey of Relevant Contract Provisions from 84 Professional Contracts Covering 120 Institutions*, Spring 1975.

Summarized contract data on major scope of bargaining issues are presented for 120 colleges from throughout the country. An extremely useful tool for drawing intercollege comparions.

Monroe, Charles R. *Profile of the Community College* (Jossey-Bass Inc., San Francisco) 1972.

This comprehensive text is a combination of the author's insights as a community college president, and an extensive literature review. It examines the two-year college as an institution. Collective bargaining is briefly considered. Of special interest is the chapter on "Faculty Participation in Governance."

*The National Center for the Study of Collective Bargaining in Higher Education Newsletter*. 2(4), Sepetember/October 1974.

One-hundred and fifteen two-year public colleges are included in this study of 158 higher education contracts. The presence of retrenchment clauses is noted by level of institution and by region. Criteria for retrenchment are listed and clause content is discussed briefly.

__________. 3(4), March/April 1975.

Administrator contracts at four New York State community colleges are discussed.

_________. 4 (2), March/April 1976.

This issue contains a section relating what 124 two-year and four-year college agreements say about academic freedom.

_________. 4 (4), September/October 1976.

The Center reviewed 83 public two-year agreements with regard to any references to department chairpersons. The findings are presented herein.

_________. 4 (3), May/June 1976.

Eighty-three two-year college contracts were reviewed for references to teaching observations and classroom visitations. Data is presented to show presence of clause by bargaining agent and region.

_________. 4 (1), January/February 1976.

Drawing on survey data from public two-year colleges, this issue primarily concerns personal files and long range planning.

New York State Public Employment Relations Board. *Community College Report 1975-76:* Tables Summarizing Salaries Fringe Benefits and Related Practices Affecting Professional Employees of New York State Community Colleges. January 1976.

A detailed summary ordered by contractual provisions is provided for each community college in New York State.

"Scope of Public Sector Bargaining in 14 Selected States," ACBIS Special Report #25, January 1977.

The outstanding aspect of this report is the chart representing manadatory, permissible, or nonpermissible status of a wide variety of union demands in tabular form on a state-by-state basis.

## Faculty Governance

Baldridge, J. Victor and Frank R. Kemmerer. "Academic senates and faculty collective bargaining," *Journal of Higher Education*, Vol. 47 (4), 391-411, July-Aug. 1976.

The authors discuss the impact of collective bargaining on traditional faculty governance processes. Two-year colleges are among the institutions examined. This two phase study collected questionnaire data from college presidents as well as faculty and administrative staff. Data from published sources were also integrated into the report. Phase 1 (1971) of the study randomly sampled colleges and universities; phase 2 (1974) focused on institutions with collective bargaining; thus, there was longitudinal data with opportunity for comparison.

Begin, James P. (1977). See Salary and Compensation section.

Cooper Union, 91 L.R.R. 12 (1976).

In this case, the General Counsel of the NLRB considered whether an institution's dealings with its faculty senate might be at odds with its statutory obligation to deal exclusively with the statutory representative of the faculty. Because Cooper Union attempted to resolve questions of calendar, and certain governance items with the faculty senate, the General Counsel considered these actions "to constitute 'direct dealing' with unit employees about bargainable matters at a time when bargaining had not even commenced with the statutory representative."

Falcone, Michael A. "Collective Bargaining: Its Effects on Campus Governance," ACBIS Special Report #16, February 1975.

The author surveyed opinions and contracts at six New York State colleges for his study of the effects of bargaining on governance.

Governance of Higher Education: Six Priority Problems. A report and recommendations by the Carnegie Commission on Higher Education. April 1973.

The study examines and analyzes basic principles of, and influences on, governance. Collective bargaining is considered in this context. Appendices include faculty attitude data; summary governance recommendations by various institutional committees, commissions or associations; and relevant by the AAUP.

Helling, J. "Participatory Governance-A Losing Model?" Community & Junior College Journal 46 (3): 16-17, November 1975.

The author, a community college president, argues that community colleges are "successful in part when task assignments are made appropriate to training and responsibilities." Toward this end, he argues in favor of collective bargaining rather than participatory governance.

Hodgkinson, Harold L. The Campus Senate: Experiment in Democracy, Center for Research & Development in Higher Education, University of California, Berkeley, 1974.

Using questionnaire and participant observer data, the authors have developed a base of knowledge regarding campus senates. The impact of collective bargaining is considered, and two year colleges have been included. Four case studies form part of the book.

Kemmerer, Frank R. and J. Victor Baldridge. Unions on Campus. (Jossey-Bass Publishers) 1975.

The authors have used empirical data obtained through surveys, interviews, and indepth institutional case studies to gain an understanding of the implications of unionism for academic governance. Community colleges form part of the data base.

Memorandum of Advice from NLRB Associates General Counsel to Director of Region 1, RE: Endicott College, Case No. 1-CA-12, 171 and Endicott College Faculty Association (NEA), Case #1-CB-3337, May 18, 1977.

In an opinion concerning a governance issue, the NLRB Associate General Counsel states that private colleges are not obliged to negotiate with faculty unions over the delegation of governance powers. Union or administrator could voluntarily delegate authority to faculty governance structures, however, either party can "unilaterally rescind" such delegation "at any time."

Richardson, Richard C. "The Future shape of governance," Community and Junior College Journal, 46 (6): 52-54, 55, 59. March 1976.

The author recognizes collective bargaining as a positive force in community college governance. Speaking in general terms from observation, he identifies basic administrative obstacles to governance.

________________________. "Governance Theory: A Comparison of Approaches." Journal of Higher Education 45 (5): 344-354, May 1974.

Richardson's approach in this article is primarily theoretical. Three models of governance are identified; collegial, bureaucratic, and political. The latter is linked to the advent of collective bargaining, and as such, the author proposes that it is gathering support. He argues for the use of all three perspectives in considering the issue of governance.

________________________, Clyde Blocker, Louis W. Bender. Governance for the Two-Year College. (Prentice-Hall, N.J.) 1972.

The authors have taken a systems and organizational behavior approach in exploring the issue of two-year college governance. Internal and external influences on the college are examined, and analysis of the organization itself is undertaken in this study.

Saint John's University, New York. 89 L.R.R. 200 (1975).

> In this case the National Labor Relations Board found union proposals regarding governance to be nonmandatory subjects of bargaining. In the Board's judgment proposals in this area basically concerned managerial rights rather than terms and conditions of employment.

Schwartzman, Herbert D. "Governance as a Subject of Collective Bargaining in Higher Education." St. John's University (unpublished and undated).

> The author examines the relationships between collective bargaining and governance in this paper. He traces the legal history of scope of bargaining both generally in higher education and as it specifically concerns the governance issue.

## Contract Administration

Begin, James P. "The Impact of the Faculty Grievance Process at Rutgers University: A Research Summary." New Jersey Employer-Employee Relations, Institute of Management and Labor Relations, Rutgers University, N. 27, January 19, 1977.

> The author's research summary examines the interaction between formalized due process mechanisms under collective bargaining and traditional systems of collegiality at Rutgers University.

______________ and Gordon Storholm. "The Impact of the Faculty Arbitration Process in the New Jersey State Colleges." Unpublished draft, 1977.

> Review of all arbitration decisions and grievances in the New Jersey State Colleges through June 1977. The issues of due process and collegiality are considered.

Benewitz, Maurice C. "Grievance and Arbitration Procedures" in Faculty Bargaining in the Seventies. Terrence N. Tice ed., 143-174 (Ann Arbor, Mich., Institute of Continuing Legal Education) 1973.

> Integrating data from actual collective bargaining agreements, reprints from Arbitration in the Schools, and other sources, the author discusses the scope, procedures, and outcomes of grievance and arbitration clauses in higher education contracts.

Mannix, Thomas. "Community College Grievance Procedures: A Review of Contract Content in Ninety-Four Colleges." The Journal of the College and University Personnel Association, 25 (2):23-48, April 1974.

> Based primarily on contract data, this is an excellent and detailed review of all aspects of the grievance procedure in 94 community college contracts covering 113 two-year colleges. Especially useful is a table which examines the grievance machinery in each of the contracts used in this study.

## Job Actions

Aussieker, Bill. "Faculty Union Strike Activity: Reasons and Measures, 1966-75," Monthly Labor Review, 99 (10): 32, October 1976.

> Using interview data and information from published and unpublished sources, Aussieker reports on the incidence of faculty union strikes over salary and other contract related issues.

Bacon, Janet Novotny. "From Impasse to Lockout: Community College of Beaver County, September 1976," ACBIS Special Report #30, May 1977.

> The author has written a case study of the impasse and "lockout" situation at the Community College of Beaver County, during September 1976. Data was obtained through personal interviews of the parties and review of their pertinent documents.

Manney, Bernard J. " An Analysis of Empirical Data Relating to Collective Negotiations Among Boards of Education and Teachers in New Jersey Public School Districts." Doctoral dissertation, Rutgers University, New Brunswick, New Jersey, 1976.

> The author has investigated public sector bargaining in the New Jersey public schools. His stated purpose is to ascertain the extent to which declared policy in this area has been realized and to determine if his findings suggest remedial legislative revisions. Labor relations data has been collected from school districts and is extensively reported in tabular form.

## Faculty Attitudes

Feuille, Peter and James Blandin. "Faculty Job Satisfaction and Bargaining Sentiments: A Case Study." Academy of Management Journal, 17 (4): 678-92, 1974.

> Questionnaire data concerning perceptions of their jobs and collective bargaining were obtained anonymously from academic rank personnel. The University of Oregon was the site of the study. The researchers found relationships between support of collective bargaining and various factors, including degree of job satisfaction, level of employment, and a faculty member's personal family status.

Howe, Ray A. "An Analysis of Some Aspects of Social Conflict at Henry Ford Community College (1963-1973)." ACBIS Research Summary #4, March 1977.

This is a longitudinal study examining attitude change at a community college over ten years of collective bargaining. Changes in the grievance process are noted especially. The primary method of study was participant-observer, with use of direct observation, informant interviewing, document analysis, respondent interviewing, attitudinal survey, and direct participation. In addition, the author applies the six basic factors in conflict adjustment advanced by Burton Clark to the bargaining history of Henry Ford Community College.

## General Reference

"Analysis of Legislation in 24 States Enabling Faculty Collective Bargaining in Post-Secondary Education." ACBIS Special Report #17, Update, May 1976.

A summary analysis of relevant legislation in 24 states covering 19 aspects of collective bargaining from how the bargaining unit is defined to whether the law permits student involvement.

Angell, George W. "Two-Year College Experience" in *Faculty Unions and Collective Bargaining*. E.D. Duryea, Robert S. Fisk, and Associates. (Jossey-Bass, 1973): 87-107.

Drawing on interview data, the author discusses various collective bargaining questions including the causes of unionism, early problems of negotiations, contract provisions, outcomes, and impact on institutional effectiveness.

Blumer, D.H. "Faculty Collective Bargaining: A Status Report," *Community and Junior College Journal*, May 1975, pp. 27-29.

This short article reports the status of two-year college bargaining at the time of its publication, summarizing data from primary and secondary sources.

Campbell, James H. *Fifth Annual Survey: Salaries, Fringe Benefits and Selected Terms and Conditions of Employment in Pennsylvania Community Colleges*, 1975-76.

Terms and conditions of employment at the 14 Pennsylvania community colleges are set forth in tabular form. Data were obtained from questionnaires sent to administration representatives at each college.

see p
234 —
ask for
all
available
eds

*Community and Junior College Journal*. Collective Bargaining Issue. 44 (4): December/January 1974.

This issue contains eight articles related to two-year college bargaining. Topics include conduct of negotiations, specific case studies, contract administration, and scope.

"Directory of Contracts and Bargaining Agents in Institutions of Higher Learning," The National Center for the Study of Collective Bargaining in Higher Education - Baruch College, CUNY, April 1976.

A complete listing of all contracts, as well as institutions sustaining "no-agent" votes.

"Establishing Legal Bases for Community Colleges." Proceedings of a Conference sponsored by the Commission on Legislation of the American Association of Junior Colleges, October 20-21, 1961, Chicago, Illinois.

These conference proceedings chiefly concern themselves with means of improving the legal bases of community colleges. Included in this paper are a suggested plan for financing two-year colleges and a discussion of the issue of control.

Hankin, Joseph N. (1976). See Origins of Bargaining section.

Kellett, Robert H. "Trends and Patterns of Change in Public Community College Collective Bargaining Contracts." ACBIS Research Summary #1, September 1975.

The author has summarized a total of 137 contracts negotiated at 41 public community colleges to analyze patterns of change in these agreements. Kellett concludes that collective bargaining has improved faculty welfare, and has been partially successful in increasing faculty participation in institutional decision-making. Detailed tables are included for presentation of contract data.

Mannix, Thomas (ed.). *Collective Bargaining in Higher Education*, Proceedings Fourth Annual Conference April 1976, National Center for the Study of Collective Bargaining in Higher Education, Baruch College, CUNY.

Two articles in this collection focus on community college bargaining issues, taken from the author's own experiences. The first, written by Ray A. Howe, Associate Superintendent of Schools, Dearborn, Michigan, reflects upon the first decade of faculty bargaining; the second by Harold E. King, president of the AFT local at Henry Ford Community College considers collegiality in the community college context. Other articles concern points of general interest to college bargaining.

Martorana, S.V. and Eileen Kuhns. "Future Persepctives for the Community College." *Community College Frontiers*, 5 (3):44-51, Spring 1977.

> Ten issues facing community colleges are presented and discussed based on the authors' interactive forces theory of change in higher education. Collective bargaining is one of these issues, and its influence is considered within this larger context.

__________ and W. Gary McGuire, "Survey Confirms Trend Toward State Control." *Community and Junior College Journal*. 47 (1):8-9, 16-17, September 1976.

> Using a brief survey of currently enacted proposed state legislation concerning community colleges - in collective bargaining and other areas - the authors propose that state control over the institutions is increasing.

Metzler, John H. *Collective Bargaining for Community Colleges*. Association of Community College Trustees, Washington, D.C., 1977.

> Aimed toward aiding community college presidents and trustees, the process of bargaining in the two-year colleges is explained.

Monroe, Charles R. (1972). See Scope of Negotiations section.

*Negotiation for Community College and Technical Institute Trustees*. Association of Community College Trustees, Washington, D.C., 1977.

> A collection of essays primarily advising how to avoid collective bargaining.

New Jersey Employer-Employee Relations Act. P.L. 1974 c. 123-effective January 29, 1975.

NJSA: 18A:64A

> This section of the New Jersey education statute is the enabling act for county colleges.

NJSA: 18A:66

> Pensions and annuities are covered in this section of the New Jersey education statute.

Palinchak, Robert S. *The Evolution of the Community College*. The Scarecrow Press, Inc., Metuchen, N.J., 1973.

> A historical review of the two-year college is undertaken by the author through analysis of published data. A general overview of the purpose of the two-year colleges, their students, and faculty is presented. There is a lengthy bibliography.

Rhodes, Eric F. and Robert A. Smith. *Collective Bargaining Problems in Colleges and Universities*, Educational Service Bureau (Washington D.C.) 1977.

Although this publication does not break any new ground, it provides an up-to-date report on the status of higher education bargaining. A short chapter on two-year colleges is included. The authors also present sample provisions of collective bargaining agreements, as well as reprinting two negotiated contracts, one each from a two- and a four-year institution.

Wattenbarger, James I. "Who Really has the Power?" *Community and Junior College Journal*. October, 1973, pp. 10-12.

Basing his argument on nine observational factors, the author asserts that institutional governance is shifting from college to state-level responsibility due to external influences on the institution. It is argued that these factors, ranging from a pervasive equalitarian philosophy to federal legislation, have contributed to the recent development of state-wide community college systems.

UNIVERSITY OF CALIF.
LOS ANGELES

APR 14 1978

CLEARINGHOUSE FOR
JUNIOR COLLEGES